



CITY OF WESTWOOD, KANSAS

CITY COUNCIL MEETING

4700 RAINBOW BLVD. WESTWOOD, KS 66205

Thursday, August 10, 2023 at 7:00 PM

AGENDA

Welcome to your Westwood City Council meeting. This meeting may be attended remotely via Zoom:

Access Online: <https://us02web.zoom.us/j/89908289796>

Access by Phone: (312) 626-6799 / **Webinar ID:** 899 0828 9796

[Note: This agenda is subject to changes, additions, or deletions at the discretion of the Governing Body]

CITY COUNCIL WORK SESSION AGENDA

- I. **CALL TO ORDER**
 - II. **WORK SESSION ITEMS/DISCUSSION OF UPCOMING MATTERS**
 - A. NO ITEMS FOR DISCUSSION
 - III. **ADJOURNMENT TO REGULAR MEETING**
-

REGULAR MEETING AGENDA

- I. **CALL TO ORDER**
- II. **APPROVAL OF THE AGENDA**
- III. **PUBLIC COMMENT**

Members of the public are welcome to use this time to make comments about City matters that do not appear on the agenda, or about items that will be considered as part of the consent agenda, or about items on the regular agenda for which the Governing Body, at its discretion, accepts public comment. Public comment should be limited to 2-3 minutes and, unless the topic of public comment is before the Governing Body as part of its agenda, no action will be taken by the Governing Body on public comment items. Please state your name and address for the record. Persons attending virtually online will be able to make public comment by using the "raise hand" function on Zoom.
- IV. **PRESENTATIONS AND PROCLAMATIONS**
 - A. Award Westwood Foundation Scholarship to Elizabeth Benes
- V. **CONSENT AGENDA**

All items listed below are considered to be routine by the Governing Body and will be enacted in

one motion (roll call vote). There will be no separate discussion of these items unless a member of the Governing Body so requests, in which event the item will be removed from the consent agenda and considered separately following approval of the consent agenda.

[A.](#) Consider approval of July 13, 2023 City Council Meeting Minutes

[B.](#) Consider approval of Appropriations Ordinance No. 753

VI. MAYOR'S REPORT

VII. CITY COUNCILMEMBER REPORTS

VIII. STAFF REPORTS

[A.](#) Administrative Report (City Administrator Leslie Herring)

[B.](#) Public Works Report (Public Works Director John Sullivan)

[C.](#) Police Department Report (Police Chief Curt Mansell)

[D.](#) Treasurer's Report (City Treasurer Michelle Ryan)

E. City Attorney Report (City Attorney Ryan Denk)

IX. OLD BUSINESS

X. NEW BUSINESS

[A.](#) Consider Ordinance No. 1035 adopting the 2023 Edition of the Uniform Public Offense Code for Kansas Cities

[B.](#) Consider Ordinance No. 1036 adopting the 2023 Edition of the Standard Traffic Ordinance for Kansas Cities.

[C.](#) Consider Master Services Agreement with George Butler Associates Inc. for Building Code Services

XI. ANNOUNCEMENTS/GOVERNING BODY COMMENTS

XII. EXECUTIVE SESSION

XIII. ADJOURNMENT

UPCOMING MEETINGS

Regular meetings of the Westwood City Council are held at 7:00 PM on the second Thursday of each month. The next regular meeting of the Westwood City Council will be held September 14, 2023, at 7:00 PM at Westwood City Hall. The City Calendar may be accessed at www.westwoodks.org. To receive further updates and communications, please see or sign up for the following:

Westwood Buzz Email: <https://bit.ly/3wA4DWx>

Facebook: [City of Westwood Kansas-Government](#)
[Westwood, KS Police Department](#)

**City of Westwood, Kansas
City Council Meeting
July 13, 2023 – 7:00 p.m.**

Council Present: David E. Waters, Mayor
Jeff Harris, Council President
Andrew Buckman, Councilmember
Jason Hannaman, Councilmember
Laura Steele, Councilmember
Holly Wimer, Councilmember

Council Absent: None

Staff Present: Leslie Herring, City Administrator
Curtis Mansell, Police Chief
John Sullivan, Public Works Director
Ryan Denk, City Attorney
Abby Schneweis, City Clerk

Call to Order

Mayor Waters called the meeting to order at 7:00 p.m. on July 13, 2023. The City Clerk called the roll. A quorum was present. The evening's meeting was held in a hybrid manner, with attendees joining both in person and via Zoom.

Approval of Agenda

Motion by Councilmember Hannaman to approve the July 13, 2023, City Council meeting agenda as submitted. Second by Councilmember Wimer. Motion carried by a 5-0 voice vote.

Public Comment

No comments were made by members of the public.

Presentations and Proclamations

Conduct Ceremonial Swearing-in of Police Officer Gianfranco Roque

Officer Roque has been a part time Westwood Police Officer since March 2023 and was officially sworn-in at that time. He became a full time Police Officer after another member of the Westwood Police Department retired in June 2023. Officer Roque is a graduate of the Johnson County Police Academy.

Mayor Waters ceremoniously administered the oath of office to Police Officer Gianfranco Roque.

Consent Agenda

All items listed below are considered to be routine by the Governing Body and will be enacted in one motion. There will be no separate discussion of these items unless a member of the Governing Body so requests, in which event the item will be removed from the consent agenda and considered separately following approval of the consent agenda.

- A. Consider June 8, 2023, City Council Meeting Minutes
- B. Consider Appropriations Ordinance 752

Motion by Councilmember Harris to approve the Consent Agenda as submitted. Second by Councilmember Wimer. The City Clerk conducted a roll call vote. Motion carried by a 5-0 vote.

Mayor's Report

No report was made by Mayor Waters.

Councilmember Reports

Councilmember Buckman shared that the Go Green Environmental Fair will be held on Saturday, September 23rd from 9 a.m. to noon at the Powell Community Center in Mission. The planning Committee is still seeking volunteers for the event and encouraged anyone interested in volunteering to contact him.

Councilmember Wimer shared that Woodside will be hosting a Movie at the Pool event on Saturday, July 15th starting at 7:30 p.m. All residents are welcome to the event, and no pool pass is needed.

Staff Reports

Administrative Report

Ms. Herring provided an overview of the June 2023 Administrative Report included in the agenda packet and offered to answer questions.

Public Works Report

Mr. Sullivan provided an overview of the June and July 2023 Public Works Report included in the agenda packet and offered to answer questions.

Public Safety Report

Chief Mansell provided an overview of the June 2023 Public Safety Report included in the agenda packet and offered to answer questions.

Treasurer's Report

The June 2023 Treasurer's Report was included in the agenda packet, no questions or comments were made about the report.

City Attorney's Report

Mr. Denk did not have any items to report.

Old Business

No Old Business items were considered.

New Business

Consider approval of Resolution No. 119-2023 establishing the date and time of a public hearing regarding the establishment of a redevelopment district for the 50th & Rainbow Development

Kevin Wempe, Gilmore & Bell, serves as Bond Counsel for the City and provided a presentation regarding Tax Increment Financing. The city is proposing as a financing vehicle for the feature park the use of Tax Increment Financing ("TIF"). Tax Increment Financing under Kansas law is generally a two-step process. The first substantial step is to establish a TIF redevelopment district. This step requires findings under the TIF Act necessary to determine that the redevelopment district exists in an eligible

area under the TIF Act, including a possible finding of a “conservation area,” which is defined by the TIF Act as follows:

(d) "Conservation area" means any improved area comprising 15% or less of the land area within the corporate limits of a city in which 50% or more of the structures in the area have an age of 35 years or more, which area is not yet blighted, but may become a blighted area due to the existence of a combination of two or more of the following factors:

- (1) Dilapidation, obsolescence or deterioration of the structures;
- (2) illegal use of individual structures;
- (3) the presence of structures below minimum code standards;
- (4) building abandonment;
- (5) excessive vacancies;
- (6) overcrowding of structures and community facilities; or
- (7) inadequate utilities and infrastructure.

The City is required to hold a public hearing prior to making findings required for the establishment of a TIF redevelopment district, including findings necessary for the declaration of a “conservation area.” Prior to holding such a public hearing, the City is required to adopt a resolution providing notice of the required public hearing. Such resolution is the action item before Council. The proposed resolution establishes a public hearing date of September 14, 2023. Pursuant to the TIF Act, notice of the public hearing will be directly provided to the county and school district, and the resolution will be published in the official City newspaper. Following the public hearing, the governing body will consider an ordinance to establish the TIF redevelopment district.

The second step required after the establishment of a redevelopment district under the TIF Act is the adoption of a TIF redevelopment plan(s). TIF project plan requirements include the following information:

- (1) A summary of the TIF feasibility study done as required by the TIF Act;
- (2) a reference to the district plan that identifies the redevelopment project area that is set forth in the project plan that is being considered;
- (3) a description and map of the redevelopment project area to be redeveloped;
- (4) a relocation assistance plan as applied to any displaced landowners within a district;
- (5) a detailed description of the buildings and facilities proposed to be constructed or improved in such area; and
- (6) any other information the governing body deems necessary to advise the public of the intent of the project plan. 32 Item A. Section X, Item

The feasibility study required for a project plan includes the following information:

- (1) A study which shows whether a redevelopment project's benefits and tax increment revenue and other revenue are expected to exceed or be sufficient to pay for the redevelopment project costs; and
- (2) For bonded projects, a feasibility study must also include:
 - (A) A statement of how the taxes obtained from the project will contribute significantly to the economic development of the jurisdiction in which the project is located;
 - (B) a statement concerning whether a portion of the local sales and use taxes are pledged to other uses and are unavailable as revenue for the redevelopment project. If a portion of local sales and use taxes is so committed, the applicant shall describe the following:
 - (i) The percentage of sales and use taxes collected that are so committed; and

(ii) the date or dates on which the local sales and use taxes pledged to other uses can be pledged for repayment of special obligation bonds;

(C) an anticipated principal and interest payment schedule on the bonds;

At the time of consideration of a TIF project plan, similar procedural requirements apply, including a resolution setting public hearing, publishing notice, providing notice to the county and school district, public hearing and subsequent ordinance adoption of the project plan by a required 2/3rds vote of the governing body.

The TIF project plan will establish permitted uses and reimbursement for project costs from the proposed TIF project. The proposed TIF in question is a public TIF meaning that all revenues from the TIF would flow to the City for eligible redevelopment project costs under the TIF Act, and no TIF revenues would be used to reimburse a private developer. The intended primary use of these TIF revenues includes the development of the proposed feature City park.

Motion by Councilmember Harris to approve Resolution 119-2023 Establishing the Date and Time of a Public Hearing Regarding the Establishment of a Redevelopment District Pursuant to K.S.A. 12-1770 et seq. Second by Councilmember Buckman. The City Clerk called a roll call vote. Motion carried 5-0.

The Public Hearing will be held on Thursday, September 14, 2023 at 7 p.m. at Westwood City Hall as part of the regular City Council meeting.

Consider Resolution No. 120-2023 Approving Amended and Restated Bylaws of Westwood Foundation

The Westwood Foundation (the Foundation) is a not-for-profit corporation duly organized in 1974 and existing under the corporation law of the State of Kansas for the purpose of providing such charitable, educational, eleemosynary and health opportunities and purposes as will benefit the residents of the City.

Pursuant to the existing Bylaws of the Foundation, the Mayor of the City of Westwood serves on the board of directors in a central, official capacity and makes appointments – confirmed by resolution of the City Council – to the board of directors. Historically, the Mayor acts as Chairman of the Board of the Foundation.

Mayor Waters and the Foundation Board conducted a review of the Bylaws – not amended since Westwood Foundation Board of Directors Resolution 8-9-90 in 1990 increased the number of directors to seven (7) – and have agreed upon the restated and amended Bylaws presented this evening in your meeting packet.

Amendments to the Bylaws of the Foundation may be made by a majority of the Board of Directors at any meeting of the Board. The Board met on June 29, 2023 and voted to amend the Bylaws as presented in tonight's meeting packet, with six (6) of the seven (7) members in favor and one (1) not present. As the Governing Body of the City of Westwood approves appointments to the Board and as one of the approved amendments to the Bylaws is that future alterations, amendments, or repeal of the Bylaws is not effective unless and until approved by formal action of the Governing Body of the City of Westwood, the amended and restated Bylaws are presented to the City Council tonight for consideration.

Under this proposal, the annual meeting would be held in June of each year (and this would be timed for the scholarship applications). Other regular meetings would be as the Board decides. At the annual

meeting, officers (President, Vice President, Treasurer, and Secretary) would be appointed for the upcoming year.

Motion by Councilmember Hannaman to adopt Resolution No. 120-2023 approving Amended and Restated Bylaws of Westwood Foundation. Second by Councilmember Steele. Motion carried by a 5-0 voice vote.

Fiscal Year 2024 Budget Presentation

Ms. Herring provided a presentation for FY2024 budget for Westwood.

City staff has worked to produce a budget based on the priorities provided by the Governing Body. These priorities are:

1. Begin chipping away at deferred maintenance needs at City facilities,
2. Accelerate implementation of the streets, sidewalks, stormwater and streetlights program
3. Increase the City's competitiveness in the labor market with employee wages and benefits.

Consider approval of Resolution No. 121-2023 to Exceed the Revenue Neutral Rate, Establish the Date and Time of a Public Hearing, and Provide for the Giving of Notice of Such Public Hearing

Over the last several months staff have worked to develop the 2024 budget. The 2024 budget maintains the same level of services as the 2023 budget and keeps operating expenses relatively flat but provides for increased expenditures related to personnel and certain professional services and contracts, as well as increased utility costs. Funding the recommended 2024 budget does not require an increase to the mill levy rate, but it does exceed the revenue neutral rate due to increased revenue that will be received from increased property valuations.

The 2024 proposed budget has a total mill rate of 21.198, flat with the 2023 rate. Per Senate Bill 13, the proposed budget will require a Revenue Neutral Rate hearing to exceed the revenue neutral rate provided by the County Clerk. During the 2021 legislative session, the tax lid was removed and the legislature enacted SB13 and HB2104, establishing new notice and public hearing requirements if the proposed budget will exceed the property tax levy's revenue neutral rate. The revenue neutral rate is the tax rate in mills that will generate the same property tax in dollars as the previous tax year using the current tax year's total assessed valuation. In Westwood, the revenue neutral rate would be 18.679 mills. Since the proposed budget requires 21.198 mills, a public hearing is required.

Notice of intent to exceed the revenue neutral rate must be provided to the County Clerk before July 20th. The hearing must occur between August 20th and September 20th. The public hearing is proposed for the City Council's regular meeting on Thursday, September 14, 2023 at 7 p.m. The budget public hearing and adoption of the 2024 budget will follow the revenue neutral rate hearing on that meeting agenda.

Motion by councilmember Harris to approve Resolution No. 121-2023 to exceed the Revenue Neutral Rate, establish the date and time of a public hearing, and provide for the giving of notice of such public hearing. Second by Councilmember Hannaman. Motion carried by a 5-0 voice vote.

Announcements/Governing Body Comments

Councilmember Harris thanked staff for their work on the FY2024 budget.

Executive Session

Motion by Councilmember Wimer to recess into Executive Session until 8:55 p.m. to discuss the acquisition of real property with the City Attorney under K.S.A. 75-4319 B.6., Second by Councilmember Hannaman. At 8:33 p.m. the Governing Body recessed into Executive Session.

At 8:55 p.m. the Governing Body returned to the dais from Executive Session.

Adjournment

Motion by Councilmember Steele to adjourn the meeting. Second by Councilmember Buckman. Motion carried by a 5-0 voice vote. The meeting adjourned at 8:55 p.m.

APPROVED: _____
David E. Waters, Mayor

ATTEST: _____
Abby Schneweis, City Clerk

DRAFT

City of Westwood, Kansas
 Appropriation Ordinance No. 753

AN ORDINANCE APPROPRIATING CITY EXPENDITURES FOR THE PERIOD OF July 1, 2023 - July 31, 2023 AND SUMMARIZING SAID EXPENDITURE HEREIN.

	General Month Ending 7/31/2023	Capital Improvements Month Ending 7/31/2023	Equipment Reserve Month Ending 7/31/2023	Stormwater Month Ending 7/31/2023	Special Highway Month Ending 7/31/2023	Woodside TIF/CID Month Ending 7/31/2023	Debt Service Month Ending 7/31/2023	Total All Funds Month Ending 7/31/2023
Expenditures								
Salary & Benefits	160,135.53	0.00	0.00	0.00	0.00	0.00	0.00	160,135.53
Employee Expenses	3,560.97	0.00	0.00	0.00	0.00	0.00	0.00	3,560.97
Professional Fees	22,361.26	0.00	0.00	0.00	0.00	0.00	0.00	22,361.26
General Operating Expenses	5,232.81	0.00	0.00	0.00	0.00	0.00	0.00	5,232.81
Utilities	23,796.47	0.00	0.00	0.00	0.00	0.00	0.00	23,796.47
Equipment and Maintenance	1,108.19	0.00	0.00	0.00	0.00	0.00	0.00	1,108.19
Street and Stormwater	0.00	370.24	0.00	0.00	0.00	0.00	9,900.00	10,270.24
Park and Events	4,472.06	0.00	0.00	0.00	0.00	0.00	0.00	4,472.06
Miscellaneous	0.00	0.00	0.00	0.00	0.00	16,848.08	0.00	16,848.08
Intergovernmental	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	220,667.29	370.24	0.00	0.00	0.00	16,848.08	9,900.00	247,785.61

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS:

SECTION 1. The Claims included herein are hereby approved and allowed.

SECTION 2. That the payment of all claims and charges against the respective accounts and funds provided in the budget for the year 2023 are consistent with that budget and are hereby authorized, ratified and approved.

SECTION 3. This Ordinance shall take effect from and after its passage.

ADOPTED this 10th day of August, 2023.

 MAYOR

 ATTEST: CITY CLERK



City Administrator's Report

August 2023

To: Mayor and City Council
From: Leslie Herring, City Administrator
Date: August 10, 2023
RE: Update on some of the key areas of focus of the Administration Department

Current Priorities

2nd Quarter (April) 2023 through 3rd Quarter (September) 2023

- *Public Property and Facilities Course of Action Establishment and Execution*
 - ✓ Building on the work of the 2021 Urban Land Institute (ULI) Technical Assistance Panel (TAP) and the 2022 City Facilities Assessment and Feasibility Analysis, the Mayor allowed a project proposal to be brought forward to the City Council at the March 9, 2023 regular City Council meeting which could complement the City's goals and the findings and recommendations of the two aforementioned reports/studies. [The proposal from Karbank Real Estate Company is available via this link to the City's website.](#)
 - ✓ Following the Governing Body's approval of a Funding & Exclusivity Agreement with Karbank on March 9th, the City and the Shawnee Mission School District agreed to the form and terms of a Purchase Agreement for the Rushton property (old Westwood View) and the School Board approved it on May 22nd. The City of Westwood approved it on June 8, 2023.
 - ✓ There are a number of steps in the due diligence process for the Governing Body and Karbank to work through to determine whether this project is desired and feasible. One such step is the rezoning, replatting, and development plan approval for the project. On July 10th, the Planning Commission received a preliminary presentation from Karbank, ahead of calling for a public hearing on the rezoning and preliminary development plan approval.
 - ✓ On August 7th, the Planning Commission held a public hearing on the matter and, upon staff recommendation, continued the public hearing to September 11th to allow more time to conduct technical studies and to integrate public and Planning Commission feedback into the plan.
 - The Mayor, City Administrator, City Attorney, City's Financial Advisor on the project, and Bond Counsel have worked together and with Karbank to outline expectations, mechanics for land acquisition, and other terms of agreements, which are still being negotiated.

- *Financial Review and Planning*
 - ✓ The 2022 fiscal year audit has been completed and was presented at the June City Council meeting
 - ✓ The 2024 budget process is well underway and staff has worked on a number of preparations to ensure a comprehensive and smooth Summer 2023 budget process, including:

- *Municipal Court Clerk now reporting to City Administrator (historically reported to Mayor)*
 - *Municipal Court Clerk (Shelley Floyd) and City Clerk began cross-training in Spring 2023 to distance the Police Department from involvement in receiving money for fines and court costs*
 - *During the process of assessment of the City's administrative functions, it was found that staff is cross-trained to create redundancy for most every function in the Department except for building inspections and plan reviews. As such, Public Works employee Nick Finck was identified as an ideal candidate to invite to learn the building inspection and plan review trade and to work toward becoming certified to allow the City redundancy in this position as well. Nick will work with Building Official Eddie McNeil and Public Works Director John Sullivan to cross-train on right-of-way management and building and codes matters. He will maintain his primary position as Public Works Maintenance Worker and scheduling and Departmental workload will be closely monitored while he is training.*
- *Cybersecurity and Continuity Planning*
- ✓ Beginning January 2023, Johnson County is contracted to bring the Administration and Public Works Departments onto its IT system (the Police Department is already supported by Johnson County).
 - Implementation is underway and is scheduled to be completed in August 2023.
 - Staff cybersecurity training has been taking place and is ongoing. This online, self-paced training is provided through the City's risk pool, Midwest Public Risk (MPR). This annual training will also be provided to Governing Body members in the months to come.

Building Permits

The following is a snapshot of select building permits of note issued last month:

Residential

New Construction:

- 2917 W. 47th Ter. – New single-family house (New house waiver/exception approved by Planning Commission on 7/10/23)
- 2902 W. 51st Ter. – New detached two-car garage with attached accessory dwelling unit; driveway replacement, new exterior patio and awning attached to primary structure.

Additions: None

Alterations: None

Demolition: None

Misc: None

Commercial

New Construction: None

Additions: None

Alterations:

- 2650 Shawnee Mission Pkwy. – Facility upgrades associated with CT equipment replacement at the Richard and Annette Bloch Cancer Care Pavilion. Upgrades to include equipment, ceiling grid, finishes, and MEP scope required by new equipment.

Demolition: None

Misc: None

Westwood Public Works Monthly Report

TO: GOVERNING BODY
FROM: JOHN SULLIVAN, DIRECTOR OF PUBLIC WORKS
RE: MONTHLY REPORT, JUNE 2023
DATE: AUGUST 8, 2023

Some of the activities for Public Works in July include:

1. Daily collection of trash from City Hall and City Parks.
2. Perform a weekly inspection of the playground equipment and park facilities.
3. Perform a weekly inspection of the traffic control signs throughout the city; replace poles and signs as required.
4. I prepared the Purchase Orders and documentation for those purchases.
5. Performed routine maintenance at the City Hall to include the servicing of the air handling equipment, re-lamping fixtures and repairing or installing appurtenances including plumbing fixtures.
6. I represented the city at various meetings to include:
Public Works Directors Meeting – In person – 2 hrs.
KCMMB Board Meeting – In person – 2 hrs.
7. Received, via email, Kansas One-Call Locate Requests, advised callers of their status with the City of Westwood regarding utilities and advised, when appropriate, the need to either get an excavation permit, building permit or fence permit. I provided the building official with a copy of the locate requests for follow-up for any building permits that may be required and answered any questions when asked.
8. We performed routine maintenance on the Public Works vehicles and equipment to include fluid services, cleaning, and general repairs.
9. Routine maintenance of the Public Works Facility to include the air handling equipment, plumbing, electrical, and cleaning.
10. Performed various clerical duties for the Public Works Department’s daily functions.
11. I attended Public Works, City Council and Staff and Committee meetings as required.
12. Observed activities associated with ROW Permits.
13. We marked streetlight utilities when requested by the One-Call System.
14. We performed monthly safety checks at all City properties as well as monthly fire extinguisher inspections.
15. Mitch attends monthly Safety Committee Meetings.
16. We repaired Streetlights as needed.
17. We performed weekly mowing, trimming, edging and watering of various City properties.
18. We patched potholes.
19. We swept streets.
20. We cleaned catch basin fronts.
21. Performed routine maintenance on equipment.
22. I am attending the weekly progress meetings on W. 47th Street.

23. We repaired potholes.
24. Set up 4th of July barricades and no parking signs. Removed same at end of shoot.
25. We installed household shields.
26. We responded to storm damage, cleared roads, installed traffic control at the various signalized intersections. We removed the traffic control when the power came back on.
27. We performed city wide storm damage clean up for two separate storms. We filled 8 40 cubic yard containers.

This concludes my activities report for some of the activities for Public Works in July.

Westwood Public Works

To: Governing Body
From: John Sullivan, Director of Public Works
Date: August 8, 2023
Re: Monthly Status Report

- W. 47th Street Project: We are anticipating a late October completion for construction. Most of the concrete work is completed on the north side of the project. All but two of the street lights have been installed on the north side of the project. The contractor is installing the conduit and wiring feed as well as the controller.
- 2023 F-550 and Equipment: The order has been placed for the truck and equipment. We have not been given a build date yet.
- CCLIP funding: I have resubmitted the project to KDOT. The awards have not been announced.
- Storm Debris Removal: We have concluded the storm debris pickup from two separate storms. We removed 8 40 yard containers of both chipped and non chipped brush and logs.

WESTWOOD					
Jul-23					
ACTIVITIES / OFFENSE	THIS MONTH	23-YTD	22-YTD	23-Avg	CHANGE
<i>PART I CRIMES</i>					
MURDER					No Change
RAPE					No Change
ROBBERY	1	1	1	0.14	No Change
<u>BURGLARY</u>					
BUSINESS		1	2	0.14	-1
RESIDENTIAL		2	2	0.29	No Change
VEHICLE	8	18	30	2.57	-12
MOTOR VEH THEFT	1	5	5	0.71	No Change
LARCENY / THEFT	5	18	20	2.57	-2
ASSAULT / BATTERY	1	5	1	0.71	4
<u>ARRESTS</u>					
FELONY		3	2	0.43	1
MISDEMEANOR		2	2	0.29	No Change
TRAFFIC			1		-1
DRUG	1	7	5	1.00	2
DUI		1	1	0.14	No Change
WARRANTS	6	48	32	6.86	16
CONFINED					No Change
<u>SUMMONS</u>					
HAZARD	30	132	81	18.86	51
NON-HAZARD	51	545	284	77.86	261
DUI		1	1	0.14	No Change
ORD. VIOLATION	7	18	4	2.57	14
PARKING	1	8	New Data	1.14	#VALUE!
<u>ACCIDENTS</u>					
NON-INJURY	5	17	13	2.43	4
INJURY		5	5	0.71	No Change
PRIVATE PROPERTY	1	7	8	1.00	-1
<u>CALLS</u>					
ADMIN.DUTIES-PD	53	432	381	61.71	51
ADMIN.DUTIES - CITY	26	63	128	9.00	-65
ALARM	6	41	36	5.86	5
ANIMAL	13	38	22	5.43	16
ASSIST - POLICE	7	103	88	14.71	15
ASSIST - PUB MOTOR	36	148	129	21.14	19
BLD. CHECK-SHAKE		1	20	0.14	-19
BLD. CHECK-PATROL	1000	8241	5305	1177.29	2936
BUSINESS CHECK	361	2324	468	332.00	1856
CHECK LIGHTS			New data		#VALUE!
CIVIL MATTER		2	6	0.29	-4
CRIMINAL DAMAGE	1	9	2	1.29	7
CRIMINAL THREAT		1	New Data	0.14	#VALUE!
DISTURBANCE	5	28	9	4.00	19
DISORDERLY CONDUCT			New Data		#VALUE!
DOMESTIC VIOLENCE		1	New Data	0.14	#VALUE!
FIELD INTERVIEW					No Change
FIRE	7	19	4	2.71	15
FOLLOW UP	13	94	75	13.43	19
INFO / INVESTIGATION	3	17	17	2.43	No Change

WESTWOOD					
Jul-23					
ACTIVITIES / OFFENSE	THIS MONTH	23-YTD	22-YTD	23-Avg	CHANGE
INVOLUNTARY COMMITTAL			1		-1
JUVENILE	2	5	4	0.71	1
MEDICAL	20	120	68	17.14	52
MENTAL HEALTH	5	7	New Data	1.00	#VALUE!
MISSING PERSON			New Data		#VALUE!
NATURE UNKNOWN			2		-2
NOISE COMPLAINT	1	6	1	0.86	5
OPEN DOOR	7	20	12	2.86	8
ORD VIOLATION WARNING			2		-2
PROWLER			New Data		#VALUE!
PED CHECK	1	8	8	1.14	No Change
PUBLIC SERVICE	10	90	69	12.86	21
RECOVERED PROPERTY		6	7	0.86	-1
RESIDENCE CHECK	21	321	68	45.86	253
RUNAWAY		1	New Data	0.14	#VALUE!
SUICIDE					No Change
SUICIDE ATTEMPT					No Change
SUSPICIOUS SUBJECT	9	42	37	6.00	5
SUS VEHICLE OCC	1	10	13	1.43	-3
SUS VEHICLE UNOCC	7	63	25	9.00	38
TELE HARRASSMENT		1		0.14	1
TELE THREAT					No Change
TRAFFIC COMPLAINT	9	37	31	5.29	6
TRESPASS		4	New Data	0.57	#VALUE!
UNKNOWN 911	4	13	New Data	1.86	#VALUE!
UNATTENDED DEATH		1	1	0.14	No Change
WELL BEING CHECK	4	14	New Data	2.00	#VALUE!

TOTAL CALLS			
Total Activity	1654	Year - YTD Activity	6778
Year to Date Activity	12410	ifference in Activity	5632
Total Monthly Summons	89		
Hazardous Summons Percentage	34%		

**WESTWOOD
INCIDENT SUMMARY**

Item C. Section VIII, Item

ROBBERY

CASE NO: 20230260 **LOCATION:** 4701 Mission Rd
DATE : 07/31/2023
ACTIVITY: Victim was involved in a physical altercation in the parking lot. Suspect stole her cellphone and stabbed holes in the victim's tires.

MOTOR VEHICLE THEFT

CASE NO: 20230225 **LOCATION:** 4701 Mission Rd
DATE : 07/10/2023
ACTIVITY: Unknown suspect(s) took the victim's moped from the parking lot without permission.

LARCENY / THEFT

CASE NO: 20230210 **LOCATION:** 4701 Mission Rd
DATE : 07/03/2023
ACTIVITY: Suspect(s) took groceries out of the store without paying for them.

CASE NO: 20230214 **LOCATION:** 4701 Mission Rd
DATE : 07/03/2023
ACTIVITY: Suspect took a cart full of groceries out of the store without paying for them.

CASE NO: 20230247 **LOCATION:** 4701 MISSION RD
DATE : 07/24/2023
ACTIVITY: Suspect took groceries out of the store without paying for them.

CASE NO: 20230259 **LOCATION:** 4701 Mission I
DATE : 07/29/2023
ACTIVITY: Suspect was involved in a non-injury accident in the parking lot. The suspect was in possession of a stolen tag on the vehicle.

CASE NO: 20230261 **LOCATION:** 4701 Mission I
DATE : 07/31/2023
ACTIVITY: Suspect took groceries out of the store without paying for them.

CASE NO: 20230201 **LOCATION:** 2000 W 47TH
DATE : 06/26/2023
ACTIVITY: Known suspect was asked to leave the premises and would not comply and became combative towards the officers.

BURGLARY TO AUTO

CASE NO: 20230220 **LOCATION:** 2324 W 51st T
DATE : 07/06/2023
ACTIVITY: Unknown suspect gained entry into the unlocked vehicle and took a makeup bag without permission.

CASE NO: 20230222 **LOCATION:** 2200 W 47th P
DATE : 07/08/2023
ACTIVITY: Unknown suspect took the victim's wallet that was on the front seat of the vehicle without permission.

CASE NO: 20230232 **LOCATION:** 2404 W 48th St
DATE: 7/17/2023
ACTIVITY: Unknown suspect(s) gained entry into the unlocked vehicle, but no loss was reported.

CASE NO: 20230233 **LOCATION:** 4827 Belinder Ct
DATE: 7/17/2023
ACTIVITY: Unknown suspect(s) gained entry into the unlocked vehicle and took 3 Glock 17 magazines without permission.

CASE NO: 20230234 **LOCATION:** 2008 W 47th Terr
DATE: 7/17/2023
ACTIVITY: Unknown suspect(s) entered the vehicle, but no loss was reported.

CASE NO: 20230235 **LOCATION:** 2013 W 48th St
DATE: 7/17/2023
ACTIVITY: Unknown suspect(s) entered the vehicle, but no loss was reported.

CASE NO: 20230237 **LOCATION:** 2123 W 47th Terr
DATE: 7/17/2023
ACTIVITY: Unknown suspect(s) entered the vehicle and got into the glovebox and console and paperwork was all over the floorboard of the vehicle.

CASE NO: 20230238 **LOCATION:** 4826 Booth St
DATE: 7/17/2023
ACTIVITY: Unknown suspect(s) gained access into the locked vehicle by breaking the driver's side lock, but no loss was reported.

ASSAULT/BATTERY

CASE NO: 20230257 **LOCATION:** 4701 Mission Rd
DATE: 7/28/2023
ACTIVITY: Suspect started yelling obscenities at the victim, but never touched or threaten the victim.

WESTWOOD
COURT SUMMARY
JULY, 2023

COURT DATE	ARRAIGNMENTS	TRIALS	FINES	LETTERS	WARRANTS
July 07, 2023	100	04	\$ 6,955.00	66	25
July 21, 2023	10	04	\$ 3,762.00	02	02
TOTALS					
July, 2023	110	08	\$ 10,717.00	68	27
July, 2022	47	11	\$ 9,649.50	18	32
			TOTAL (10,717.00) less		
			* Kansas DL fees:		\$122.00
			* Judges Training Fund:		\$ 27.00
			* LET Training Fund:		\$ 585.00
			* Seat Belt Safety Fund:		\$140.00
			July, 2023 TOTAL:		\$9,843.00

Y.T.D. TOTALS 2023		Y.T.D. TOTALS 2022	
ARRAIGNMENTS:	433	ARRAIGNMENTS:	336
TRIALS	62	TRIALS:	47
LETTERS:	192	LETTERS:	182
WARRANTS:	134	WARRANTS:	165
FINES:	\$55,563.00	FINES:	\$44,029.00
KS DL FEES:	\$568.00	KS DL FEES:	\$1047.00
JUDGES FUND:	\$118.00	JUDGES FUND:	\$93.50
L.E.T.FUND:	\$2,645.00	L.E.T FUND:	\$2,067.50
SEAT BELT FUND:	\$380.00	SEAT BELT FUND:	\$40.00

**City of Westwood
Treasurer's Report
7/31/23**

1. Balance Sheet by Fund – shows overall ending cash balances for the City by Fund.
 - a. Ending unencumbered cash through 7/31/2023 of \$3,312,123 and remains up from year end by \$1,079,713.
2. Cash Flow – shows beginning cash by fund and associated revenues and expenditures for each fund in a more summarized format.
3. Statement of Operations – General Fund
 - a. Revenue received for the month was \$165,500. Revenue received year to date of \$2,215,846 compared to the prior year to date of \$2,141,497 which is up by \$74,349.
 - i. Taxes – Taxes collected in July were \$86,551. This is up by \$150,371 for the year.
 - ii. Fees and Licenses – were \$33,194 for July. Pool Fees for the year to date are \$16,633 which is an increase of \$6,707 from the prior year.
 - iii. Intergovernmental Fees were down by \$3,962 over the prior year.
 - iv. Fines have increase to \$54,660 which is up by \$15,056 for the year.
 - v. Miscellaneous income is up for the year with \$12,696 in interest income compared to \$1,012 in the prior year.
 - b. July Expenditures totaled \$220,667. Year to Date Expenditures through July were \$1,638,419. This is an increase of \$203,811 from the prior year to date.
 - i. Administrative expenditures were \$54,646 for the month. Overall expenditures in Admin increased by \$116,154. As noted previously noted, this increase is expected due to moving the Court Clerk and related expenditures of the municipal court from the Police Department to this department.
 - ii. Utilities in the General Fund are up by \$16,980 for the year. In addition, the professional fees are up by \$30,335 over the prior year – this mainly due to the increase in the cost of insurance.
 - iii. Public Works total expenditures were \$32,183 for the month. The year-to-date expenditures are down by \$23,533 from the prior year. Salary and Benefits have decreased by \$8,722. Equipment is down by \$12,870 and general operating expenses have decreased by \$4,637.
 - iv. Police expenditures are \$83,930 this month. The total expenditures are down from prior year by \$11,598. The professional fees are down from the prior year by \$15,672.
 - v. Parks and Rec total expenditures were \$6,716 for the month. This was comprised of Utilities for \$2,182 and Park and Events expenditures of \$4,472. Parks and Rec expenditures are up in 2023 by \$17,890. This is due to Utilities being higher by \$8,913 and Equipment and Maintenance up by \$4,589.
 - c. Net Receipts Over (Under) Expenditures in the General Fund were (\$55,167) negative for the month, year to date Receipts Over Expenditures is positive at \$577,428 which is down from the prior year to date by \$129,461.
4. Other Funds – Current Month and Year to Date
 - a. CIP – July collection of Sales Tax Revenue totaled \$27,924 for the month.
 - b. Special Highway Fund had collections in July of \$15,768 with no monies expended.
 - c. The Woodside TIF/CID fund made their TIF/CID payment of \$16,848. Received tax revenue for the month of \$26,019.
 - d. Debt Service – Expended \$9,900 for street and stormwater in July.

I am happy to answer any questions upon request.

Michelle Ryan
City of Westwood Treasurer

ACCOUNTANTS' COMPILATION REPORT

To the City Council
City of Westwood, Kansas
Westwood, Kansas

Management is responsible for the accompanying financial statements of **City of Westwood, Kansas** (a municipal entity), which comprises the statement of assets, liabilities and fund balance by fund – regulatory basis, statement of cash flow – regulatory basis, and statement of receipts and expenditures – regulatory basis as of and for the one month ended July 31, 2023, in accordance with the regulatory basis of accounting, and for determining that the regulatory basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by management. We do not express an opinion, a conclusion, nor provide any assurance on these financial statements.

The financial statements are prepared in accordance with the regulatory basis of accounting, which is a basis of accounting other than accounting principles generally accepted in the United States of America.

Management has elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the regulatory basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the City's assets, liabilities, fund balance, receipts, and expenditures. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information is the responsibility of management. The supplementary information was subject to our compilation engagement. We have not audited or reviewed the supplementary information and do not express an opinion, a conclusion, nor provide any assurance on such information.

We are not independent with respect to **City of Westwood, Kansas**.

Adams Brown, LLC

ADAMSBROWN, LLC
Certified Public Accountants
Overland Park, Kansas

August 2, 2023



City of Westwood, Kansas
Statement of Assets, Liabilities and Fund Balance by Fund - Regulatory Basis
 As of July 31, 2023

	General Fund 07/31/2023	Capital Improvements Fund 07/31/2023	Equipment Reserve Fund 07/31/2023	Stormwater Fund 07/31/2023	Special Highway Fund 07/31/2023	Woodside TIF/CID Fund 07/31/2023	Debt Service Fund 07/31/2023	All Funds 07/31/2023
Assets								
Current Assets								
Cash In Bank	1,958,576.45	(4,354.79)	253,908.84	286,892.87	153,399.45	549,681.84	79,865.32	3,277,969.98
Cash In Bank - Bond Fund	33,804.69	0.00	0.00	0.00	0.00	0.00	0.00	33,804.69
Cash In Bank - Woodside Village Acct	9.44	0.00	0.00	0.00	0.00	0.00	0.00	9.44
Petty Cash	339.00	0.00	0.00	0.00	0.00	0.00	0.00	339.00
Total Current Assets	<u>1,992,729.58</u>	<u>(4,354.79)</u>	<u>253,908.84</u>	<u>286,892.87</u>	<u>153,399.45</u>	<u>549,681.84</u>	<u>79,865.32</u>	<u>3,312,123.11</u>
Total Assets	<u>\$ 1,992,729.58</u>	<u>\$ (4,354.79)</u>	<u>\$ 253,908.84</u>	<u>\$ 286,892.87</u>	<u>\$ 153,399.45</u>	<u>\$ 549,681.84</u>	<u>\$ 79,865.32</u>	<u>\$ 3,312,123.11</u>
Liabilities and Fund Balance								
Current Liabilities								
Woodside Village Deposits	9.19	0.00	0.00	0.00	0.00	0.00	0.00	9.19
Refundable Bond Deposits	33,559.99	0.00	0.00	0.00	0.00	0.00	0.00	33,559.99
KPERS/KPF Payable	24.10	0.00	0.00	0.00	0.00	0.00	0.00	24.10
Great West 457 Payable	1,361.00	0.00	0.00	0.00	0.00	0.00	0.00	1,361.00
Total Current Liabilities	<u>34,954.28</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,954.28</u>
Total Liabilities	<u>34,954.28</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>34,954.28</u>
Fund Balance								
Fund Balance	1,380,347.45	(313,412.09)	253,908.84	182,022.82	105,656.58	457,313.22	170,342.00	2,236,178.82
Fund Balance - Current Year	<u>577,427.85</u>	<u>309,057.30</u>	<u>0.00</u>	<u>104,870.05</u>	<u>47,742.87</u>	<u>92,368.62</u>	<u>(90,476.68)</u>	<u>1,040,990.01</u>
Total Fund Balance	<u>1,957,775.30</u>	<u>(4,354.79)</u>	<u>253,908.84</u>	<u>286,892.87</u>	<u>153,399.45</u>	<u>549,681.84</u>	<u>79,865.32</u>	<u>3,277,168.83</u>
Total Liabilities and Fund Balance	<u>\$ 1,992,729.58</u>	<u>\$ (4,354.79)</u>	<u>\$ 253,908.84</u>	<u>\$ 286,892.87</u>	<u>\$ 153,399.45</u>	<u>\$ 549,681.84</u>	<u>\$ 79,865.32</u>	<u>\$ 3,312,123.11</u>

See accountants' compilation report.



City of Westwood, Kansas
Statement of Cash Flow - Regulatory Basis
 For the One Month Ended July 31, 2023

	General Fund Month Ending 07/31/2023	Capital Improvements Fund Month Ending 07/31/2023	Equipment Reserve Fund Month Ending 07/31/2023	Stormwater Fund Month Ending 07/31/2023	Special Highway Fund Month Ending 07/31/2023	Woodside TIF/CID Fund Month Ending 07/31/2023	Debt Service Fund Month Ending 07/31/2023	All Funds Month Ending 07/31/2023
Unencumbered Cash, Beginning Period	<u>2,049,072.47</u>	<u>(31,908.25)</u>	<u>253,908.84</u>	<u>286,892.87</u>	<u>137,630.99</u>	<u>540,510.54</u>	<u>89,765.32</u>	<u>3,325,872.78</u>
Receipts								
Taxes	86,551.69	27,923.70	0.00	0.00	0.00	0.00	0.00	114,475.39
Fees and Licenses	33,194.76	0.00	0.00	0.00	0.00	0.00	0.00	33,194.76
Building Permits	5,515.50	0.00	0.00	0.00	0.00	0.00	0.00	5,515.50
Intergovernmental	24,883.33	0.00	0.00	0.00	0.00	0.00	0.00	24,883.33
Restricted Use	0.00	0.00	0.00	0.00	15,768.46	26,019.38	0.00	41,787.84
Fines	11,278.00	0.00	0.00	0.00	0.00	0.00	0.00	11,278.00
Miscellaneous	4,077.01	0.00	0.00	0.00	0.00	0.00	0.00	4,077.01
Total Receipts	<u>165,500.29</u>	<u>27,923.70</u>	<u>0.00</u>	<u>0.00</u>	<u>15,768.46</u>	<u>26,019.38</u>	<u>0.00</u>	<u>235,211.83</u>
Expenditures								
Salary & Benefits	160,135.53	0.00	0.00	0.00	0.00	0.00	0.00	160,135.53
Employee Expenses	3,560.97	0.00	0.00	0.00	0.00	0.00	0.00	3,560.97
Professional Fees	22,361.26	0.00	0.00	0.00	0.00	0.00	0.00	22,361.26
General Operating Expenses	5,232.81	0.00	0.00	0.00	0.00	0.00	0.00	5,232.81
Utilities	23,796.47	0.00	0.00	0.00	0.00	0.00	0.00	23,796.47
Equipment and Maintenance	1,108.19	0.00	0.00	0.00	0.00	0.00	0.00	1,108.19
Street and Stormwater	0.00	370.24	0.00	0.00	0.00	0.00	9,900.00	10,270.24
Park and Events	4,472.06	0.00	0.00	0.00	0.00	0.00	0.00	4,472.06
Miscellaneous	0.00	0.00	0.00	0.00	0.00	16,848.08	0.00	16,848.08
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	<u>220,667.29</u>	<u>370.24</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>16,848.08</u>	<u>9,900.00</u>	<u>247,785.61</u>
Adjustments								
Increase / (Decrease) in Payables	24.11	0.00	0.00	0.00	0.00	0.00	0.00	24.11
Increase / (Decrease) in Refundable Bond Deposits	(1,200.00)	0.00	0.00	0.00	0.00	0.00	0.00	(1,200.00)
Total Adjustments	<u>1,175.89</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>1,175.89</u>
Ending Cash	<u>\$ 1,992,729.58</u>	<u>\$ (4,354.79)</u>	<u>\$ 253,908.84</u>	<u>\$ 286,892.87</u>	<u>\$ 153,399.45</u>	<u>\$ 549,681.84</u>	<u>\$ 79,865.32</u>	<u>\$ 3,312,123.11</u>



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 General Fund
 For The One Month and Seven Months Ended July 31, 2023 and 2022

	Month Ending 07/31/2023 Actual	Year To Date 07/31/2023 Actual	Year To Date 07/31/2022 Prior Year	Year Ending 12/31/2023 Current Budget	Over/(Under) Budget
Receipts					
Taxes	\$ 86,551.69	\$ 1,595,037.85	\$ 1,444,366.61	\$ 2,113,906.00	(518,868.15)
Fees and Licenses	33,194.76	283,329.76	295,998.55	447,200.00	(163,870.24)
Building Permits	5,515.50	30,344.45	30,084.56	70,000.00	(39,655.55)
Intergovernmental	24,883.33	181,179.49	185,140.95	323,885.00	(142,705.51)
Fines	11,278.00	54,660.00	39,604.25	90,000.00	(35,340.00)
Grants and Donations	0.00	0.00	125,215.81	0.00	0.00
Reimbursements	0.00	498.67	15,007.45	0.00	498.67
Miscellaneous	4,077.01	70,796.22	6,078.85	4,250.00	66,546.22
Total Receipts	165,500.29	2,215,846.44	2,141,497.03	3,049,241.00	(833,394.56)
Expenditures					
General Overhead					
Salary & Benefits	5,110.35	26,431.01	11,647.99	38,450.00	(12,018.99)
Employee Expenses	170.00	2,452.92	5,697.21	8,000.00	(5,547.08)
Professional Fees	16,433.27	175,405.53	145,070.76	240,250.00	(64,844.47)
General Operating Expenses	1,930.08	15,410.03	8,624.03	20,000.00	(4,589.97)
Utilities	20,098.99	128,121.17	111,141.29	252,850.00	(124,728.83)
Park and Events	0.00	5,866.24	3,361.43	14,750.00	(8,883.76)
Miscellaneous	0.00	0.00	0.00	30,000.00	(30,000.00)
Intergovernmental	0.00	18,434.00	0.00	20,000.00	(1,566.00)
Interfund Transfers	0.00	0.00	0.00	128,830.00	(128,830.00)
Total General Overhead	43,742.69	372,120.90	285,542.71	753,130.00	(381,009.10)
Administrative					
Salary & Benefits	48,851.67	275,705.76	182,554.57	456,653.00	(180,947.24)
Employee Expenses	1,362.87	4,246.31	3,016.55	14,500.00	(10,253.69)
Professional Fees	4,414.00	22,265.74	175.00	48,000.00	(25,734.26)
General Operating Expenses	17.99	1,099.01	1,416.56	2,500.00	(1,400.99)
Interfund Transfers	0.00	0.00	0.00	5,000.00	(5,000.00)
Total Administrative	54,646.53	303,316.82	187,162.68	526,653.00	(223,336.18)
Public Works					
Salary & Benefits	28,775.99	237,336.07	245,372.53	438,117.00	(200,780.93)
Employee Expenses	237.36	3,154.05	3,839.20	7,900.00	(4,745.95)
Professional Fees	0.00	775.00	0.00	17,000.00	(16,225.00)
General Operating Expenses	1,470.95	11,079.18	15,716.37	27,550.00	(16,470.82)
Utilities	1,238.31	7,754.06	5,883.37	14,000.00	(6,245.94)
Equipment and Maintenance	460.47	13,442.26	26,262.20	60,500.00	(47,057.74)
Interfund Transfers	0.00	0.00	0.00	50,000.00	(50,000.00)
Total Public Works	32,183.08	273,540.62	297,073.67	615,067.00	(341,526.38)
Police					
Salary & Benefits	77,948.56	585,475.24	574,107.68	985,422.00	(399,946.76)
Employee Expenses	1,790.74	11,792.76	12,797.37	27,000.00	(15,207.24)
Professional Fees	1,513.99	6,747.36	22,419.30	30,000.00	(23,252.64)
General Operating Expenses	1,813.79	28,141.77	30,760.43	58,100.00	(29,958.23)

See accountants' compilation report.

Created on 08/02/2023



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 General Fund
 For The One Month and Seven Months Ended July 31, 2023 and 2022

	Month Ending 07/31/2023	Year To Date 07/31/2023	Year To Date 07/31/2022	Year Ending 12/31/2023	
	Actual	Actual	Prior Year	Current Budget	Over/(Under) Budget
Utilities	276.80	1,462.76	1,422.52	4,500.00	(3,037.24)
Equipment and Maintenance	585.73	3,823.91	8,634.50	10,500.00	(6,676.09)
Park and Events	0.00	1,100.00	0.00	1,000.00	100.00
Interfund Transfers	0.00	0.00	0.00	30,000.00	(30,000.00)
Total Police	83,929.61	638,543.80	650,141.80	1,146,522.00	(507,978.20)
Parks & Rec					
General Operating Expenses	0.00	2,071.07	442.73	2,000.00	71.07
Utilities	2,182.37	14,576.14	5,612.76	30,000.00	(15,423.86)
Equipment and Maintenance	61.99	7,837.28	3,247.63	6,000.00	1,837.28
Park and Events	4,472.06	8,092.67	5,383.94	13,250.00	(5,157.33)
Total Parks & Rec	6,716.42	32,577.16	14,687.06	51,250.00	(18,672.84)
Non-Departmental					
Salary & Benefits	(551.04)	(7,719.44)	0.00	0.00	(7,719.44)
Miscellaneous	0.00	26,038.73	0.00	0.00	26,038.73
Total Non-Departmental	(551.04)	18,319.29	0.00	0.00	18,319.29
Total Expenditures	220,667.29	1,638,418.59	1,434,607.92	3,092,622.00	(1,454,203.41)
Receipts Over (Under) Expenditures	\$ (55,167.00)	\$ 577,427.85	\$ 706,889.11	\$ (43,381.00)	620,808.85

See accountants' compilation report.



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 Other Funds
 For The One Month Ended July 31, 2023

	Other Funds					
	Capital Improvements Fund	Equipment Reserve Fund	Stormwater Fund	Special Highway Fund	Woodside TIF/CID Fund	Debt Service Fund
	Month To Date 07/31/2023 Actual	Month To Date 07/31/2023 Actual	Month To Date 07/31/2023 Actual	Month To Date 07/31/2023 Actual	Month To Date 07/31/2023 Actual	Month To Date 07/31/2023 Actual
Receipts						
Taxes						
City Sales & Use Tax - Special	\$ 27,923.70	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
Total Taxes	27,923.70	0.00	0.00	0.00	0.00	0.00
Restricted Use						
State Hwy Maintenance	0.00	0.00	0.00	3,694.85	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	12,073.61	0.00	0.00
WV CID-1	0.00	0.00	0.00	0.00	17,103.59	0.00
WV CID-2	0.00	0.00	0.00	0.00	8,915.79	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	27,923.70	0.00	0.00	15,768.46	26,019.38	0.00
Expenditures						
Street and Stormwater						
Capital Improvement Expense	370.24	0.00	0.00	0.00	0.00	9,900.00
Total Street and Stormwater	370.24	0.00	0.00	0.00	0.00	9,900.00
Miscellaneous						
UMB CID Payment	0.00	0.00	0.00	0.00	16,848.08	0.00
Total Miscellaneous	0.00	0.00	0.00	0.00	16,848.08	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	370.24	0.00	0.00	0.00	16,848.08	9,900.00
Receipts Over (Under) Expenditures	\$ 27,553.46	\$ 0.00	\$ 0.00	\$ 15,768.46	\$ 9,171.30	\$ (9,900.00)

See accountants' compilation report.



City of Westwood, Kansas
Statement of Receipts and Expenditures - Regulatory Basis
 Other Funds
 For The Seven Months Ended July 31, 2023

	Other Funds					
	Capital Improvements Fund	Equipment Reserve Fund	Stormwater Fund	Special Highway Fund	Woodside TIF/CID Fund	Debt Service Fund
	Year To Date 07/31/2023 Actual	Year To Date 07/31/2023 Actual	Year To Date 07/31/2023 Actual	Year To Date 07/31/2023 Actual	Year To Date 07/31/2023 Actual	Year To Date 07/31/2023 Actual
Receipts						
Taxes						
Ad Valorem Tax	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00	\$ 17,081.05
City Sales & Use Tax - Special	199,778.46	0.00	0.00	0.00	0.00	0.00
Motor Vehicle Tax	0.00	0.00	0.00	0.00	0.00	667.28
Total Taxes	199,778.46	0.00	0.00	0.00	0.00	17,748.33
Restricted Use						
Stormwater Utility Fee	0.00	0.00	108,404.86	0.00	0.00	0.00
State Hwy Maintenance	0.00	0.00	0.00	14,056.43	0.00	0.00
Special Highway Fund Revenue	0.00	0.00	0.00	35,030.11	0.00	0.00
WV Ad Valorem Tax	0.00	0.00	0.00	0.00	112,360.09	0.00
WV CID-1	0.00	0.00	0.00	0.00	125,626.72	0.00
WV CID-2	0.00	0.00	0.00	0.00	54,712.80	0.00
Reimbursements	95,626.62	0.00	0.00	0.00	0.00	0.00
Miscellaneous	28,484.08	0.00	0.00	0.00	0.00	0.00
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Receipts	323,889.16	0.00	108,404.86	49,086.54	292,699.61	17,748.33
Expenditures						
Professional Fees	406.00	0.00	0.00	1,185.00	0.00	3,000.00
Equipment and Maintenance						
Repairs & Maint Leaf Truck	0.00	0.00	560.91	0.00	0.00	0.00
Stone Wall Repairs	5,145.00	0.00	0.00	0.00	0.00	0.00
Special Highway Maintenance	0.00	0.00	0.00	9.49	0.00	0.00
Total Equipment and Maintenance	5,145.00	0.00	560.91	9.49	0.00	0.00
Street and Stormwater						
Capital Improvement Expense	9,280.86	0.00	0.00	0.00	0.00	66,568.75
Special Highway Expense	0.00	0.00	0.00	149.18	0.00	0.00
Stormwater Expense	0.00	0.00	2,973.90	0.00	0.00	0.00
Total Street and Stormwater	9,280.86	0.00	2,973.90	149.18	0.00	66,568.75
Miscellaneous						
UMB TIF Payment	0.00	0.00	0.00	0.00	74,409.78	0.00
UMB CID Payment	0.00	0.00	0.00	0.00	125,921.21	0.00
Interest on GO Bond	0.00	0.00	0.00	0.00	0.00	38,656.26
Total Miscellaneous	0.00	0.00	0.00	0.00	200,330.99	38,656.26
Interfund Transfers	0.00	0.00	0.00	0.00	0.00	0.00
Total Expenditures	14,831.86	0.00	3,534.81	1,343.67	200,330.99	108,225.01
Receipts Over (Under) Expenditures	\$ 309,057.30	\$ 0.00	\$ 104,870.05	\$ 47,742.87	\$ 92,368.62	\$ (90,476.68)

See accountants' compilation report.

Created on 08/02/2023



City of Westwood, Kansas
 Summary of Expenditures - Actual and Budget
 Regulatory Basis
 For The Year Ended July 31, 2023

	Certified Budget	Expenditures Chargeable to Current Year	Difference Over/(Under)
Expenditures			
General Fund	3,092,622.00	1,638,418.59	(1,454,203.41)
Capital Improvements Fund	219,000.00	14,831.86	(204,168.14)
Equipment Reserve Fund	10,000.00	0.00	(10,000.00)
Stormwater Fund	119,516.00	3,534.81	(115,981.19)
Special Highway Fund	10,000.00	1,343.67	(8,656.33)
Woodside TIF/CID Fund	600,000.00	200,330.99	(399,669.01)
Debt Service Fund	337,312.50	108,225.01	(229,087.49)
Total Expenditures	<u>4,388,450.50</u>	<u>1,966,684.93</u>	<u>(2,421,765.57)</u>

See accountants' compilation report.

Created on 08/02/2023

COUNCIL ACTION FORM

Meeting Date: August 10, 2023

Staff Contact: Curtis W. Mansell, Chief of Police

Agenda Item: Consider Ordinance No. 1035 adopting the 2023 Edition of the Uniform Public Offense Code for Kansas Cities

Background:

The Uniform Public Offense Code (UPOC) is a document developed each year by the League of Kansas Municipalities. This organization has published the UPOC since 1980. The Code is designed to provide a comprehensive public offense ordinance for Kansas cities. The UPOC, in large part parallels the state criminal code. This ordinance allows the City of Westwood to utilize the Uniform Public Offense Code as the basis for criminal investigation and enforcement actions.

Item Description:

The Kansas League of Municipalities has published the 2023 Edition of the Uniform Public Offense Code. City staff recommends the City of Westwood update to from the 2022 Edition. The UPOC does not take effect in a city until the governing body has passed and published an incorporating ordinance.

Budget Impact:

None.

Staff Recommendation:

The City Council vote, approve and authorize the Mayor to sign the ordinance prepared by the City Attorney in regard to these changes.

Suggested Motion:

I move the City Council adopt Ordinance 1035 incorporating by reference the Unified Public Offense Code for Kansas Cities, 2023 edition and repeal Ordinance 1032.

Updates to the 2023 *Standard Traffic Ordinance* and the *Uniform Public Offense Code*

By Nicole Proulx Aiken, Deputy General Counsel, League of Kansas Municipalities

It is that time of year again when the League updates the *Standard Traffic Ordinance* (STO) and the *Uniform Public Offense Code* (UPOC) with the changes made by the Kansas Legislature. This article describes those changes.

Changes to the STO

Section 163. Additional Lighting Equipment.

HB 2147, Section 6, allows motor vehicles to be equipped with any type of ground effect lighting, except the lights cannot be any shade of red, flash, or be visible. Previously, motor vehicles could be equipped only with neon ground effect lighting.

Section 179. Spilling Loads on Highways Prohibited.

HB 2160 exempts trucks, tractors, and trailers hauling cotton bales from this provision when certain requirements are met.

Section 194. Driving While License Canceled, Suspended or Revoked; Penalty.

HB 2216 removes the mandatory term of confinement for first- and second-time offenders driving on a suspended license if the offender's license was suspended because of a failure to pay a fine or failure to appear. The bill also requires a minimum fine of \$100 for a violation.

Changes to the UPOC

Section 1.1. Definitions.

The League added definitions for airbag, counterfeit supplemental restraint system component, nonfunctional airbag, and supplemental restraint system that apply to the new offense concerning counterfeit airbags found in HB 2147, Section 2. The League amended the definition of wildlife based on changes in HB 2332, Section 23. The League also discovered some definitions that needed to be added or amended. Definitions for hard cider, maliciously, and sexually explicit conduct were added. Definitions for temporary permit and wine were amended. The definitions for health care facility and health care provider moved to Section 6.7., because they apply specifically to criminal trespass and the new offense concerning battery against a health care provider contains a different definition for health care providers.

Section 3.2.3. Battery Against a Health Care Provider.

This is a new offense approved by the Legislature in SB 174, Section 1, making it a Class A nonperson violation to commit a battery against a healthcare provider while the provider is performing their job duties.

Section 3.6. Unlawful Restraint.

A League member requested the League mirror state law and amend this provision to exempt all law enforcement of the state and any political subdivision of the state from this offense. Previously, the

exemption in the UPOC applied only to city law enforcement. The League amended the provision based on this request.

Section 3.8. Violation of Protection from Abuse Order.

While reviewing SB 217, which included amendments to statutes concerning protection orders, the League noticed K.S.A. 60-3107 does not contain the word “or” between battery and domestic battery. The League deleted the word “or” from this part of the provision to match state law.

Section 3.13. Stalking.

SB 217, Section 1 amended the definition of course of conduct to include “utilizing any electronic tracking system or acquiring tracking information to determine the targeted person’s location, movement or travel patterns.” The bill also changed the format of the definition for immediate family.

Section 5.5. Watercraft; Lifesaving Devices Requires, Section 10.5. Unlawful Discharge of a Firearm, and Section 11.3. Commercialization of Wildlife.

The League updated these sections to reflect the Kansas Department of Wildlife, Parks and Tourism name change to the Kansas Department of Wildlife and Parks. Also, section 5.5 was updated to reflect that the offense is a Class C nonperson violation.

Section 5.6. Purchase or Possession of Cigarettes or Tobacco Products by a Minor.

HB 2269, Section 3, raises the minimum age from 18 to 21 to purchase, attempt to purchase, possess, or attempt to possess cigarettes, electronic cigarettes, or tobacco products.

Section 6.7. Criminal Trespass.

The League moved the definitions for health care facility and health care provider from the definitions section to this section, because they specifically apply to this offense and, with the addition of the battery against a health care provider offense, the UPOC now contains two different health care provider definitions.

Section 6.22. Criminal Hunting.

HB 2332, Section 19 clarifies that convictions of this offense are nonperson violations.

Section 6.27. Counterfeit Airbag Violation.

This is a new offense approved by the Legislature in HB 2147, Section 2, making it a Class A nonperson violation to “knowingly or intentionally manufacture, import, distribute, sell, offer for sale, install or reinstall a device intended to replace a supplemental restraint system component . . .”

Section 7.2. Interference with Law Enforcement.

SB 174, Section 5, added language to this offense to include: “Knowingly fleeing from a law enforcement officer, other than fleeing by operation of a motor vehicle, when the law enforcement has: (A) Reason to stop the person under K.S.A. 22-2402, and amendments thereto; and (B) given the person visual or audible signal to stop.”

Section 10.30. Operating an Aircraft Under the Influence.

The League updated this provision to provide that this offense is a Class A violation.

Section 11.11. Cruelty to Animals.

The League amended subsection (a)(4) to mirror state law. The subsection now states, “Knowingly but not maliciously killing or injuring any animal.” Maliciously was added to the definitions section of the UPOC to reflect this change.

ORDINANCE NO. 1035

AN ORDINANCE OF THE CITY OF WESTWOOD, KANSAS AMENDING IN PART AND REPEALING IN PART CHAPTER 11, ARTICLE 1, SECTION 11-101 OF THE WESTWOOD CITY CODE, RELATING TO INCORPORATION OF THE UNIFORM PUBLIC OFFENSE CODE.

WHEREAS, Chapter 11, Article 1, Section 11-101 within the current Code of the City of Westwood adopts by reference the 2023 Edition of the Uniform Public Offense Code prepared and published by the Kansas League of Municipalities;

WHEREAS, the Kansas League of Municipalities has subsequently published the 2023 Edition of the Uniform Public Offense Code which the City wishes to adopt by reference;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS:

SECTION 1. That Chapter 11, Article 1, Section 11-101 of the Westwood City Code is hereby amended to read as follows:

INCORPORATING UNIFORM PUBLIC OFFENSE CODE. There is hereby incorporated by reference for the purpose of regulating public offenses within the corporate limits of the City of Westwood, Kansas, that certain code known as the "Uniform Public Offense Code," Edition of 2023, prepared and published in book form by the League of Kansas Municipalities, Topeka, Kansas, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed. No fewer than three copies of said Uniform Public Offense Code shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Westwood, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this section, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. (Ord. 879, Sec. 1, Code 2008, Ord. 888, Sec.1; Ord. 900 Sec. 1; Ord. 912, Sec1; Ord. 917, Sec. 1; Ord. 929, Sec.1, Ord. 938, Sec. 1; Ord. 954, Sec1; Ord. 962, Sec 1; Ord. 973, Sec 1; Ord. 893, Sec 1; Ord. 993, Sec. 1; Ord. 1003, Sec. 1)

SECTION 2. That the city adopts the substitute provisions stated within Ordinance No. 971 providing for substitute and replacement provisions for Sections 5.6 and 5.7 of the UPOC which are hereby made applicable to and shall substitute for Section 5.6 and 5.7 of the 2023 UPOC.

SECTION 3. That Chapter 11, Article 1, Section 11-101 of the Westwood City Code, is repealed to the extent that it is inconsistent with Section 1 of this Ordinance.

SECTION 4. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official city newspaper.

PASSED by the Governing Body this 10th day of August, 2023.

APPROVED by the Mayor this 10th day of August, 2023.

David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

Approved as to form:

Ryan B. Denk, City Attorney

COUNCIL ACTION FORM

Meeting Date: August 10, 2023

Staff Contact: Curt Mansell, Chief of Police

Agenda Item: Consider Ordinance No. 1036 adopting the 2023 Edition of the Standard Traffic Ordinance for Kansas Cities.

Background:

The Standard Traffic Ordinance (STO) is a document published by the League of Kansas Municipalities since 1960. The Standard Traffic Ordinance (STO) is an efficient, economical way to regulate traffic in Kansas cities. This ordinance allows the City of Westwood to utilize the state's Standard Traffic Ordinance as the basis for traffic safety and enforcement actions.

Item Description:

The Kansas League of Municipalities has published the 2023 Edition of the Standard Traffic Ordinance. City staff recommends the City of Westwood update to from the 2022 Edition. The STO does not take effect in a city until the governing body has passed and published an incorporating ordinance.

Budget Impact:

None.

Staff Recommendation

The City Council should vote, approve and authorize the Mayor to sign the ordinance prepared by the City Attorney in regard to these changes.

Suggested Motion:

I move the City Council adopt Ordinance 1036 incorporating by reference the Standard Traffic Ordinance for Kansas Cities, 2023 edition and repeal Ordinance 1031.

Updates to the 2023 *Standard Traffic Ordinance* and the *Uniform Public Offense Code*

By Nicole Proulx Aiken, Deputy General Counsel, League of Kansas Municipalities

It is that time of year again when the League updates the *Standard Traffic Ordinance* (STO) and the *Uniform Public Offense Code* (UPOC) with the changes made by the Kansas Legislature. This article describes those changes.

Changes to the STO

Section 163. Additional Lighting Equipment.

HB 2147, Section 6, allows motor vehicles to be equipped with any type of ground effect lighting, except the lights cannot be any shade of red, flash, or be visible. Previously, motor vehicles could be equipped only with neon ground effect lighting.

Section 179. Spilling Loads on Highways Prohibited.

HB 2160 exempts trucks, tractors, and trailers hauling cotton bales from this provision when certain requirements are met.

Section 194. Driving While License Canceled, Suspended or Revoked; Penalty.

HB 2216 removes the mandatory term of confinement for first- and second-time offenders driving on a suspended license if the offender's license was suspended because of a failure to pay a fine or failure to appear. The bill also requires a minimum fine of \$100 for a violation.

Changes to the UPOC

Section 1.1. Definitions.

The League added definitions for airbag, counterfeit supplemental restraint system component, nonfunctional airbag, and supplemental restraint system that apply to the new offense concerning counterfeit airbags found in HB 2147, Section 2. The League amended the definition of wildlife based on changes in HB 2332, Section 23. The League also discovered some definitions that needed to be added or amended. Definitions for hard cider, maliciously, and sexually explicit conduct were added. Definitions for temporary permit and wine were amended. The definitions for health care facility and health care provider moved to Section 6.7., because they apply specifically to criminal trespass and the new offense concerning battery against a health care provider contains a different definition for health care providers.

Section 3.2.3. Battery Against a Health Care Provider.

This is a new offense approved by the Legislature in SB 174, Section 1, making it a Class A nonperson violation to commit a battery against a healthcare provider while the provider is performing their job duties.

Section 3.6. Unlawful Restraint.

A League member requested the League mirror state law and amend this provision to exempt all law enforcement of the state and any political subdivision of the state from this offense. Previously, the

exemption in the UPOC applied only to city law enforcement. The League amended the provision based on this request.

Section 3.8. Violation of Protection from Abuse Order.

While reviewing SB 217, which included amendments to statutes concerning protection orders, the League noticed K.S.A. 60-3107 does not contain the word “or” between battery and domestic battery. The League deleted the word “or” from this part of the provision to match state law.

Section 3.13. Stalking.

SB 217, Section 1 amended the definition of course of conduct to include “utilizing any electronic tracking system or acquiring tracking information to determine the targeted person’s location, movement or travel patterns.” The bill also changed the format of the definition for immediate family.

Section 5.5. Watercraft; Lifesaving Devices Requires, Section 10.5. Unlawful Discharge of a Firearm, and Section 11.3. Commercialization of Wildlife.

The League updated these sections to reflect the Kansas Department of Wildlife, Parks and Tourism name change to the Kansas Department of Wildlife and Parks. Also, section 5.5 was updated to reflect that the offense is a Class C nonperson violation.

Section 5.6. Purchase or Possession of Cigarettes or Tobacco Products by a Minor.

HB 2269, Section 3, raises the minimum age from 18 to 21 to purchase, attempt to purchase, possess, or attempt to possess cigarettes, electronic cigarettes, or tobacco products.

Section 6.7. Criminal Trespass.

The League moved the definitions for health care facility and health care provider from the definitions section to this section, because they specifically apply to this offense and, with the addition of the battery against a health care provider offense, the UPOC now contains two different health care provider definitions.

Section 6.22. Criminal Hunting.

HB 2332, Section 19 clarifies that convictions of this offense are nonperson violations.

Section 6.27. Counterfeit Airbag Violation.

This is a new offense approved by the Legislature in HB 2147, Section 2, making it a Class A nonperson violation to “knowingly or intentionally manufacture, import, distribute, sell, offer for sale, install or reinstall a device intended to replace a supplemental restraint system component . . .”

Section 7.2. Interference with Law Enforcement.

SB 174, Section 5, added language to this offense to include: “Knowingly fleeing from a law enforcement officer, other than fleeing by operation of a motor vehicle, when the law enforcement has: (A) Reason to stop the person under K.S.A. 22-2402, and amendments thereto; and (B) given the person visual or audible signal to stop.”

Section 10.30. Operating an Aircraft Under the Influence.

The League updated this provision to provide that this offense is a Class A violation.

Section 11.11. Cruelty to Animals.

The League amended subsection (a)(4) to mirror state law. The subsection now states, “Knowingly but not maliciously killing or injuring any animal.” Maliciously was added to the definitions section of the UPOC to reflect this change.

ORDINANCE NO. 1036

AN ORDINANCE OF THE CITY OF WESTWOOD, KANSAS AMENDING IN PART AND REPEALING IN PART CHAPTER 14, ARTICLE 1, SECTION 14-101 OF THE WESTWOOD CITY CODE, RELATING TO INCORPORATION OF THE STANDARD TRAFFIC ORDINANCE.

WHEREAS, Chapter 14, Article 1, Section 14-101 within the current Code of the City of Westwood adopts by reference the 2023 Edition of the Standard Traffic Ordinance for Kansas Cities prepared and published by the Kansas League of Municipalities;

WHEREAS, the Kansas League of Municipalities has subsequently published the 2023 Edition of the Standard Traffic Ordinance for Kansas Cities which the City wishes to adopt by reference;

NOW THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WESTWOOD, KANSAS:

SECTION 1. That Chapter 14, Article 1, Section 14-101 of the Westwood City Code is hereby amended to read as follows:

INCORPORATING STANDARD TRAFFIC ORDINANCE. There is hereby incorporated for the purpose of regulating traffic within the corporate limits of the City of Westwood, Kansas, that certain standard traffic ordinance known as the "Standard Traffic Ordinance for Kansas Cities," Edition of 2023, prepared and published in book form by the League of Kansas Municipalities, save and except such articles, sections, parts or portions as are hereafter omitted, deleted, modified or changed, such incorporation being authorized by K.S.A. 12-3009 through 12-3012, inclusive, as amended. No fewer than three copies of said standard ordinance shall be marked or stamped "Official Copy as Incorporated by the Code of the City of Westwood, Kansas," with all sections or portions thereof intended to be omitted or changed clearly marked to show any such omission or change and to which shall be attached a copy of this section, and filed with the city clerk to be open to inspection and available to the public at all reasonable hours. (Ord. 878, Sec. 1; Code 2008, Ord.877, Sec. 1, Ord.899, Sec1, Ord.911, Sec1; Ord. 916, Sec.1; Ord.928, Sec. 1, Ord.937, Sec1, Ord 953, Sec1; Ord. 961, Sec 1; Ord. 972, Sec 1; Ord. 982, Sec 1; Ord. 992, Sec 1; Ord. 1002, Sec 1).

SECTION 2. That any provision within Chapter 14, Article 1, Section 14-101 of the Westwood City Code, inconsistent with the language with Section 1 of this ordinance is hereby repealed.

SECTION 3. This Ordinance shall take effect and be in force from and after its passage, approval, and publication in the official city newspaper.

PASSED by the Governing Body this 10th day of August, 2023.

APPROVED by the Mayor this 10th day of August, 2023.

David E. Waters, Mayor

ATTEST:

Abby Schneweis, City Clerk

Approved as to form:

Ryan B. Denk, City Attorney

COUNCIL ACTION FORM

Meeting Date: August 10, 2023

Staff Contact: Leslie Herring, City Administrator

Agenda Item: Consider Master Services Agreement with George Butler Associates Inc. for Building Code Services

Background/Description of Item

Westwood's Building Official is often able to perform same-day inspections and quick plan review. When that is not possible due to vacation or medical leave (sick time), the City of Westwood leans on our interlocal agreement with the City of Roeland Park to cover immediate gaps in covering inspections or answering technical questions related to the adopted building code. The City of Westwood also has on retainer IBTS (Institute for Building Technology and Safety) through a service agreement and has used these services on a pay-as-you go basis for residential and commercial inspections. For larger commercial projects, however, City staff would like to engage another firm – GBA (George Butler Associates, Inc.) – through a similar service agreement to employ their services on a pay-as-you-go basis.

Staff Comments/Recommendation

The intent of entering into a Master Services Agreement with GBA is to employ their services for larger, commercial plan review and inspections to the extent needed if and when the Westwood Building Official is unavailable or requests a second set of eyes on complex plans or construction that is outside the routine in Westwood. As such, the City would engage with GBA on a task order basis and would outline a scope of work that is agreed upon by the project applicant, GBA, and City Staff and which fees would be payable by the applicant.

Budget Impact

No budget impact is expected. There is no retainer fee nor monies due to GBA in the absence of an approved, mutually agreed upon Task Order, which template is included in the Master Services Agreement as Exhibit B. It is City Staff's intent that any time GBA is retained, the cost of their service is passed onto the project applicant. Deviations from this informal policy would be subject to City Administrator approval, budgetary constraints, and the City's Financial and Purchasing Policy.

Suggested Motion

I move to authorize the City Administrator to execute the Master Agreement with GBA for Building Code Services, subject to final review by the City Attorney.

CITY OF WESTWOOD, KS

MASTER AGREEMENT FOR BUILDING CODE SERVICES

This Master Agreement (hereafter referred to as the "Agreement") is entered into on the 10th Day of August, 2023 between the City of Westwood, KS ("CITY"), located at 4700 Rainbow Blvd, Westwood, KS 66205 and George Butler Associates Inc. ("CONSULTANT"), located at 9801 Renner Boulevard, Suite 300, Lenexa, Kansas 66219.

WHEREAS, the CITY intends to engage the CONSULTANT in a variety of projects, performing certain professional building code services. Details of the projects will be included in individual TASK ORDERS to be attached to and made a part of this Master Agreement.

The CITY and CONSULTANT therefore agree as follows:

ARTICLE I - DEFINITIONS AND RULES OF INTERPRETATION

- A. The agreement between the CITY and the CONSULTANT consists of this Master Agreement for Building Code Services, the Additional Provisions of Agreement for Building Code Services attached as Exhibit A, and any subsequent executed TASK ORDERS. All such items together shall be referenced herein as the "Agreement."
- B. TASK ORDERS will describe the specific services requested by the CITY, the budget, and the schedule. Each TASK ORDER will be sequentially numbered and will be considered as an exhibit to this Agreement. The TASK ORDER shall be executed by both the CITY and the CONSULTANT before any work proceeds. A TASK ORDER format is attached as Exhibit B.
- C. In the event of any conflict in the language of any TASK ORDER attached hereto with other provisions of Agreement, the language of the TASK ORDER shall control.
- D. This Agreement, including any TASK ORDERS, represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the CITY and the CONSULTANT. If the CITY issues a purchase order or work order to the CONSULTANT at any time, no terms thereon shall become part of this Agreement. Any purchase order or work order, whether or not signed by the CONSULTANT, will be for the sole purpose of facilitating the CITY's operations.
- E. The headings of the sections and subparagraphs of this Agreement are inserted for the convenience of the Parties and are neither to be taken to any part of the provisions hereof nor to control nor affect their meaning, construction, or effect.
- F. Nothing in this Agreement shall be construed to provide any rights or benefits to anyone other than the CITY and the CONSULTANT.

G This agreement shall be governed by the laws of the state of Kansas.

ARTICLE II – SCOPE OF SERVICES

A. BASIC SERVICES.

The CITY is engaging the CONSULTANT to act as Building Permitting Agent on their behalf for Services which may include but are not limited to the following:

1. Serve as coordinator for the building permit services, including communication with the responsible parties of the Project as well as coordination with the CITY staff and other involved public agencies, such as the CITY Services, Publics Works Department, and other agencies that serve the CITY.
2. Establish procedures to manage the building permit process with the City.
3. Review plans, specifications, and construction documents for compliance with the current building codes, Westwood City Code including Chapter Sixteen - Zoning, and any other adopted codes in order to protect public safety. Current adopted codes include: the International Code Council (ICC) 2018 editions and the 2017 National Electric Code (NFPA 70).
4. Issue Building Permit recommendations for approval.
5. Attend design, pre-construction, and coordination meetings as needed.
6. Review Deferred Submittals
7. Provide Building Inspections
8. Provide Recommendations for Temporary Certificates of Occupancy (TCO)
9. Provide Recommendations for Final Certificates of Occupancy (FCO)
10. Provide assistance and recommendations for code variances, equivalencies, deviations, and interpretations.
11. Keep records, according to the Kansas Municipal Records Retention Schedule, compile and deliver all final electronic documentation including:
 - a. Plan review comments
 - b. Recommendations for Permits
 - c. Rulings on variances, equivalencies, and deviations
 - d. Inspection Reports
 - e. Recommendations for TCO (Temporary Certificates of Occupancy)
 - f. Recommendations for FCO (Final Certificate of Occupancy)
12. Provide assistance and make recommendations on enhancements for code enforcement, existing practices, policies, procedures, and ordinances to improve the code enforcement program.
13. Track, measure, and report on performance standards, as agreed upon.
14. Attend Code Administrator meetings as needed to provide data on projects.
15. Coordinate and participate in necessary enforcement actions with CITY's Code Administrator, Director of Finance, Attorney, and Municipal Court.

B. CLARIFICATION OF SERVICES

1. Any requests for code variances, equivalencies, or deviations will be referred to the CITY. The CONSULTANT will document and provide a recommendation only. If the CITY requires that any deviation, variance, equivalency, assembly, system, product, item of material, or design be included in any project without (or against) the CONSULTANT'S recommendation, the

CONSULTANT shall have no responsibility for such decision by the CITY or for the performance of such items, nor shall the CONSULTANT be required to issue any opinion or certificate with respect to such items.

2. Special Inspections or third-party structural tests, observations, and inspections will be provided and performed by an independent third party as dictated by applicable codes. CONSULTANT will review special inspection tests and reports for verification of compliance and approval.
3. Any specialty permitting, review, or inspections by other regulatory agencies will be the responsibility of the Architect/Engineer of Record, the Owner of the Project, or the Contractor as applicable. The CONSULTANT will advise on when special permitting, review, or inspections are required and will provide recommendations for withholding Certificates of Occupancy, or directly withholding Certificates of Occupancy when granted that authority, until proper documentation is provided by the regulatory agency that the permitting, review, or inspections are approved or complete. Such specialty permitting, review, or inspections include, but are not limited to:
 - a. Any Food Establishments or related occupancies requiring a Health Department permit, review, or inspection.
 - b. Approved representative of the State will be responsible for any related permitting and inspections of any elevators.
 - c. Any project requiring licensing or review by federal or state agencies enforcing environmental regulations.
4. Any plan review or inspection comments from the CITY, the CITY's agents, or the fire department will be incorporated into the plan review and inspection forms of the CONSULTANT.
5. Plan reviews (review for permitting and inspections) are not a substitution for the professional responsibilities of a project Architect or Engineer of record, as required by the professional licensing board of the State of Kansas.
6. No warranty, expressed or implied, is included in this Agreement or in the Instruments of Service produced by CONSULTANT.

C. CONSTRUCTION ISSUES

1. The Parties agree neither CITY or CONSULTANT shall not be responsible for:
 - a. the contractor's construction means, methods, techniques, sequences, procedures, safety precautions, and any programs incidental thereto, which shall remain the sole responsibility of the contractor;
 - b. the contractor's failure to perform the Work in accordance with the Approved Permit Documents;
 - c. acts or omissions of the contractor, its subcontractors or suppliers, or any other persons performing any of the Work.
2. The construction contractor is responsible for means and methods and to ensure

the construction or constructed facility meets the requirements of the permit documents.

3. The construction contractor is responsible for all construction related activities, including job site safety.
4. The CONSULTANT will not have the authority to stop the Work of a contractor, provided, however that CITY may stop the Work of a contractor following consultation with CONSULTANT.
5. CONSULTANT shall not be required to execute any document that would result in CONSULTANT guaranteeing or warranting the existence of any conditions or construction.
6. If applicable, CONSULTANT shall make visits to the project site(s) to observe the executed work. CONSULTANT shall only be required to conduct inspections of a contractor's work to enforce compliance with the applicable code. Beyond such inspections, CONSULTANT shall not be required to make inspections to check the quality or quantity of work and does not assume responsibility for any construction techniques, procedures, sequences, or schedules or for the conduct, action, errors, or omissions of any architect, engineer, designer, construction contractor, subcontractors, or material supplies, their agents, or employees, unless such services are specifically included in the applicable TASK ORDER.

D. COMPLIANCE WITH LAWS

CONSULTANT agrees to comply with applicable federal, state, and local laws; regulatory requirements; and codes. CONSULTANT shall procure the licenses and/or certifications necessary to allow CONSULTANT to perform the Services. The CITY shall likewise comply with such laws to the extent applicable to the CITY's role and performance of this Agreement.

ARTICLE III – SERVICE TASKS

A. TASK ORDERS.

Upon execution of this Agreement by the CITY, the CITY shall issue TASK ORDERS that define the specific services described herein above and requested by the CITY. The TASK ORDER shall ascribe the desired service, schedule, and compensation. The TASK ORDER shall follow the general form in Exhibit B. A fully executed TASK ORDER shall govern the parties' rights and responsibilities specifically incorporating the terms of this Master Agreement, including all exhibits and attachments, and operating within the framework of this Master Agreement.

B. SUBCONTRACTED SERVICES.

Those Services not normally self-performed by the CONSULTANT, but essential to the

successful completion of a TASK ORDER, will be subcontracted by the CONSULTANT to subconsultants, who will be selected by the CONSULTANT and the CITY.

C. TYPICAL RATES AND CHARGES.

Exhibit C contains CONSULTANT's Hourly Rates and Expenses. Rates and charges for specific tasks shall be agreed upon within each TASK ORDER. Charges for ADDITIONAL SERVICES or agreed upon services outside each TASK ORDER will follow these rates and charges or as agreed upon as an amended TASK ORDER. Exhibit C shall be updated periodically by CONSULTANT to reflect its then-current rates.

D. ADDITIONAL SERVICES.

CONSULTANT shall provide the following additional Services ("Additional Services") as agreed upon by the Parties in a TASK ORDER or as requested thereafter:

1. Services resulting from significant changes in the general scope of a TASK ORDER, including a project or its design, including, without limitation, changes in size, complexity, CITY's schedule, Project's schedule, or character of construction; excessive reinspections, plan reviews and meetings beyond those previously approved within a TASK ORDER by CITY including preparation of change orders.
2. Time spent in preparing for and attending public hearings at the request of the CITY.
3. Preparing to serve or serving as a CONSULTANT or witness for the CITY in any litigation or other legal or administrative proceeding involving a Project or TASK ORDER.
4. Full-time construction observation services.

ARTICLE IV - CITY'S RESPONSIBILITIES

In addition to other responsibilities which may be set forth in this agreement:

- A. The CITY shall designate a CITY representative in accordance with Exhibit A.
 - The CITY hereby designates the following CITY representative: Leslie Herring, City Administrator.
 - Leslie Herring, City Administrator may designate other CITY representatives to make decisions concerning project deliverables outlined in the TASK ORDER. A list of designated representatives shall be provided to the CONSULTANT prior to issuance of TASK ORDERS. The CITY shall accept the decisions of the CITY representative as final and definitive project direction. The CITY may employ any process of its choice to inform the CITY representative of desired project outcomes.
 - The CONSULTANT may accept TASK ORDERS executed by a CITY official with a similar title until informed that a new representative is appointed.
- B. The CITY shall furnish approval, consents, and letters of authority as may be necessary for performing the Services in a timely manner.

- C. The CITY shall furnish to the CONSULTANT a certified copy of the legislation, ordinance or resolution authorizing signing of this Agreement and delegation of TASK ORDER signature authority.
- D. The CITY shall provide to the CONSULTANT the following:
- All available procedures, policies, reports, plans, specifications, background information, and other data pertinent to the Services or performance of a TASK ORDER;
 - The names, addresses, and phone numbers of all entities, regulatory agencies or governing authorities required for coordination or performance of Services within a TASK ORDER.

The CONSULTANT shall be entitled to rely on the accuracy and completeness of all information and data provided by the CITY.

- E. The CITY shall arrange for safe access to and make all provisions for CONSULTANT to enter upon public and private property as required to perform services under this Agreement.
- F. The CITY shall report to the CONSULTANT any suspected deficiency in the Services within twenty-one (21) days after the CITY becomes aware of the potential defect. CITY further agrees to impose a similar notification requirement in its agreements with all contractors, design professionals, subcontractors, and CONSULTANTs involved in the Project. The failure of the CITY to notify the CONSULTANT as required herein shall relieve the CONSULTANT of any liability for costs of remedying the defects.
- G. The CITY shall give prompt written notice to CONSULTANT whenever CITY becomes aware of any change, fact or circumstance that is likely to affect the scope or timing of the Services.
- H. The CITY shall obtain advice of an attorney, insurance counselor, or other CONSULTANT as is necessary for the CITY to make decisions within a reasonable time and not delay the Services.
- I. If requested by the CONSULTANT, the CITY shall furnish evidence of financial arrangements that have been made to fulfill CITY's obligations under this Agreement.
- J. The CITY shall provide and pay, if required by the TASK ORDER, for the cost of any mutually-agreed upon subconsultants, testing, or laboratory Services identified in the Article II - Scope of Services.

ARTICLE V - TIME OF PERFORMANCE FOR SERVICES

- A. The services under each TASK ORDER have been agreed to in anticipation of the orderly progress through completion. Unless a specific time of performance for services is

specified in a TASK ORDER, CONSULTANT'S obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services. If a specific time of performance is provided in a TASK ORDER, and if the CITY has requested changes in the scope or character of the project, the time of performance shall be adjusted equitably.

ARTICLE VI - PAYMENT PROVISIONS

A. COMPENSATION

1. CITY shall compensate the CONSULTANT for the TASK ORDER in the form agreed to in the TASK ORDER.
2. Services requested by the CITY outside the scope of a TASK ORDER (Additional Services) shall be compensated based on actual hours worked plus direct expenses in accordance with the CONSULTANT's Hourly Rates and Expenses Schedule as shown in attached Exhibit "C", which is incorporated herein, unless another form is agreed to prior to initiating the associated Additional Services.
3. Exhibit C may be updated to reflect changes in hourly rates or expenses. Proposed changes may be included with a TASK ORDER proposal.

B. Payments shall be in accordance with Exhibit A.

ARTICLE VII — INSURANCE

A. CONSULTANT shall purchase and maintain insurance as set forth below:

1. Commercial General Liability insurance with a limit of \$1,000,000 for each occurrence and \$2,000,000 general aggregate.
2. Automobile Liability insurance with a limit of \$1,000,000 for each accident, combined single limit for bodily injury and property damage.
3. Workers Compensation and Employer's Liability insurance in accordance with statutory requirements, with a limit of \$1,000,000 for each accident.
4. Professional Liability insurance on a claim made basis in the amount of \$5,000,000 per claim and \$10,000,000 annual aggregate.
5. Commercial Umbrella, with a limit of \$5,000,000 each occurrence and aggregate.
6. Technology E&O with a limit of \$1,000,000 each claim and aggregate.

Certificates of insurance, in a form approved by CITY shall be provide to the CITY upon request.

CONSULTANT's obtaining of insurance shall in no way waive the immunities or the limitations of liability provided to the CITY within the Kansas Tort Claims Act and the CONSULTANT's holding of insurance shall not be deemed to be insurance of the CITY for the purposes of increasing the maximum liability of the CITY.

ARTICLE VIII — ALLOCATION OF RISKS

A. N/A.

ARTICLE IX — INDEMNITY

- A. Indemnity by CONSULTANT. The CONSULTANT agrees to indemnify and hold harmless the CITY from and against damages, actually incurred by CITY but only to the extent caused by the negligent performance of the CONSULTANT. In no event shall the indemnification obligation extend beyond the date when the institution of legal or equitable proceedings for professional negligence would be barred by any applicable statute of repose or statute of limitations.
- B. CONSULTANT will not be required to indemnify the CITY for claims caused or alleged to be caused in whole or in part by the acts or omissions of the CITY or other third parties for whom the CONSULTANT is not responsible.
- C. The CONSULTANT's obligation to indemnify the CITY is limited by provisions of Article X - Limitation of Liability.

ARTICLE X — LIMITATION OF LIABILITY

- A. LIMITATION OF LIABILITY. CITY agrees to limit the total liability, in the aggregate, of CONSULTANT, and its officers, directors, employees, affiliates, agents, insurers, independent professional associates, and subconsultants, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT's services under a TASK ORDER(s), the PROJECT or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability, or breach of contract of to the fee established by the applicable TASK ORDER(s) under this Agreement or the amount of available insurance to be provided by CONSULTANT under this Agreement, whichever is greater.
- B. The CITY and CONSULTANT agree that specific and adequate consideration has been given for this limitation of liability.
- C. The CITY shall assert all appropriate defenses when the CONSULTANT is performing a TASK ORDER that can reasonably be defined as a municipal ministerial role.

ARTICLE XI — TERM OF AGREEMENT

- A. The Agreement shall become effective upon signatures by both Parties. The Parties agree that a facsimile or electronic (PDF) copy of a signature to this Agreement or a subsequent TASK ORDER shall be deemed to have the same force and effect as an original signature.
- B. The initial term of the Agreement shall be for a period of two (2) years commencing upon date of the last signature below.
- C. Upon written mutual Agreement, the term maybe extended on a year-to-year basis for up to two (2) additional years.

- D. The Parties agree and understand that hourly rates may be increased on an annual basis upon prior written notice to the CITY, however no written amendment to this Agreement is required for this purpose.

Remainder of Page Intentionally Left Blank

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the effective date of which is indicated on page 1. Executed in duplicate with copies to the CITY and CONSULTANT.

CITY
City of Westwood, Kansas

CONSULTANT
George Butler Associates, Inc.

Leslie Herring
City Administrator

Bryan Rasmussen
Vice President

ATTEST:
CITY

CONSULTANT

Abby Schneweis
City Clerk
I certify that sufficient funds of the CITY treasury have been appropriated and are otherwise unencumbered to meet the CITY's financial obligation under this Agreement.

Joe Kmetz
Building Code Services Lead

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EXHIBIT A
ADDITIONAL PROVISIONS OF MASTER
AGREEMENT FOR BUILDING CODE
SERVICES

The CITY of Westwood, KS (“CITY”) and George Butler Associates Inc. (referred to as the “CONSULTANT”), agree that the following provisions shall be part of this Agreement.

1. Payment. Unless stated otherwise in this Agreement, fees and all other charges will be monthly as the work progresses, and the net amount shall be due at the time of billing. If CITY does not pay invoices within thirty (30) days of submission of invoice, CONSULTANT may, upon written notice of the CITY, suspend further work until payments are brought current. The CITY agrees to indemnify and hold CONSULTANT harmless from any claim or liability resulting from such suspension. Interest not exceeding the maximum rate allowable by law will be payable on any amounts not paid within 30 days of the billing date, payment thereafter to be applied first to accrued interest and then to the principal unpaid amount. If CITY fails to pay CONSULTANT the amount due under this Agreement in a timely manner pursuant to this section, CITY shall be liable for and shall reimburse CONSULTANT for expenses incurred by CONSULTANT in connection with or in any way relating to CITY’s failure to pay in such instances, that the CITY is found liable for payment. Such expenses shall include, without limitation, reasonable attorneys’ fees, legal expenses, and court costs. In the event CITY fails to pay the CONSULTANT within ninety (90) days after invoices are rendered, then CITY agrees that the CONSULTANT shall have the right to consider such failure as substantial breach of this Agreement and the duties of the CONSULTANT under this Agreement may be terminated at the election of the CONSULTANT upon five (5) days written notice.

2. Taxes. Compensation payable to the CONSULTANT pursuant to this Agreement shall be in addition to taxes that may be assessed against the CONSULTANT by any state or political subdivision directly on services performed or payments for services performed by the CONSULTANT. Such taxes that the CONSULTANT may be required to collect or pay shall be added by the CONSULTANT to invoices submitted to the CITY pursuant to this Agreement.

3. Suspension. In the event all or any portion of the work prepared or partially prepared by the CONSULTANT is suspended, abandoned, or terminated, the CITY shall pay the CONSULTANT for the work performed on an hourly basis, not to exceed any maximum contract amount specified herein.

4. Termination. This Agreement may be terminated by either CITY or the CONSULTANT upon thirty (30) days written notice in the event substantial failure of the other party to perform in accordance with the terms of this Agreement. CITY expressly agrees to hold the CONSULTANT harmless from any liability arising out of the CONSULTANT’s termination of its services hereunder due to CITY’s failure to perform and/or pay in accordance with the provisions of this Agreement. In the event of termination of this Agreement, CITY shall then promptly pay the CONSULTANT for all the fees, charges, and services performed by the CONSULTANT in accordance with the compensation arrangements under this Agreement or on an agreed hourly basis.

5. Delay Beyond CONSULTANT’S Control. All agreements on the CONSULTANT’S part are contingent upon, and CONSULTANT shall not be responsible for damages or be in default, or be deemed to be in default, by reasons of delays in performance of others by reason of strikes, lock—outs, accidents, acts of God, and other delays unavoidable or beyond CONSULTANT’S reasonable control, or due to shortages or unavailability of labor at established area wage rate or delays caused by failure of CITY or CITY’S agents to furnish information or to approve or disapprove CONSULTANT’S work promptly, or due to late or slow, or faulty performance by CITY, other contractors, or governmental agencies, the performance of whose work is precedent to or concurrent with the performance of CONSULTANT’S work. In the case of the happening of any such cause of delay, the time of completion shall be extended accordingly.

6. Delay Due to CONSULTANT’S Rejection of Work. The Consultant shall reject any work identified that does not meet code, including but not limited to plans, specifications, documents, reports, construction, materials, equipment, or components. Such rejection of work shall not subject the CONSULTANT to any liability or cause of action to or from the project owner, consultants, sub-consultants, contractors, sub-contractors, or construction team, including but not limited to a claim for delay.

7. CITY Changes. In the event that any changes are made in the work to be performed hereunder, by the CITY or persons other than the CONSULTANT, and which affect the CONSULTANT’S work, any and all liability arising out of such changes is waived as against the CONSULTANT and the CITY assumes full responsibility for such changes unless CITY has

given the CONSULTANT prior notice and has received from the CONSULTANT written consent for such changes.

8. Partial Services. If the CONSULTANT is not authorized by a TASK ORDER to perform all required or specific Services for complete execution and closure of a permit for any project, the CITY is responsible for all Services including, without limitation, those Services required for complete execution and closure of a permit. The CITY shall defend, indemnify, and hold harmless the CONSULTANT against all claims, losses, damages, injuries, and expenses arising out of or resulting from the performance of such Services by CITY or others.

9. Instruments of Service. The CONSULTANT's reports and other deliverables, including all documents on electronic media, are instruments of professional service ("Instruments of Service") and shall remain the property of the CONSULTANT which also retains the copyrights. During the Project, and conditioned on the CITY satisfying its payment obligations under this Agreement, CITY shall have a non-exclusive license to use the Instruments of Service with respect to the Project. CITY shall not assign its license to third parties without the written consent of the CONSULTANT. However, CITY may provide copies of the Instruments of Service to contractors and consultants for the purpose of bidding, building, or completing a project and to governmental authorities for the purpose of securing or executing permits, licenses, and approvals.

The Instruments of Service prepared by CONSULTANT are not intended or represented to be suitable for reuse by the CITY or others on extensions to or modifications of a project or on any other project unless such Instruments of Service were specifically developed by a TASK ORDER for the intent of CITY's reuse or modification as identified specifically in the TASK ORDER. Any reuse or modification without the prior written consent of the CONSULTANT will be at the CITY's sole risk and without any liability of CONSULTANT. The CITY agrees, to the fullest extent permitted by law, to indemnify and hold the CONSULTANT harmless from any claim, liability, or cost (including reasonable attorneys' fees and defense costs) arising or allegedly arising out of any unauthorized reuse or modification of the Instruments of Service by the CITY or any person or entity that acquires or obtains the Instruments of Service from or through the CITY without the written authorization of the CONSULTANT.

10. Waiver of Consequential Damages. Neither the CITY nor the CONSULTANT shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of, or connected in any way to the work performed under this Agreement. This mutual waiver includes but is not limited to: damages related to loss of use, loss of profits, loss of income, loss of reputation, unrealized savings, or diminution of property value and shall apply to any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both CITY and CONSULTANT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in the Agreement or TASK ORDERS.

11. Dispute Resolution. If a claim, dispute, or other matter in question arises out of or related to this Agreement, the parties shall attempt to resolve the issue through prompt, face-to-face negotiations conducted by an officer authorized to make decisions on behalf of each party.

If direct discussion and negotiation required by the preceding paragraph is not successful, the Parties will submit any claim or dispute arising out of or related to this Agreement to non-binding mediation. Unless the parties mutually agree otherwise, the mediation shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Each Party shall pay their own legal fees associated with the mediation, but shall equally share the mediator's fees. It is agreed that all contractors, design professionals, subcontractors, and consultants who are involved in, and potentially liable for any claim being asserted, may participate in the mediation.

In the event that no resolution of the dispute can be achieved, either party may proceed with a legal claim to be filed in Johnson County District Court. The Johnson County District Court shall be the sole and exclusive venue for all legal disputes between the parties related to the agreement.

12. Waiver of Subrogation. To the extent any damage or claim is covered by property insurance during construction, the CITY and the CONSULTANT waive all rights against each other and against the contractors, designers, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance. The CITY or the CONSULTANT, as

applicable, shall require of the contractors, designers, and employees of any of them similar waivers in favor of the other parties enumerated herein.

13. Standard of Care. In providing services under this Agreement, CONSULTANT shall perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances at the same time and in the same or similar locality. The CONSULTANT makes no other representations or any warranties, whether expressed or implied, with respect to the services rendered hereunder. CONSULTANT, when performing a municipal ministerial function, shall perform to the standard of care and function as a municipal official. CONSULTANT shall assume the roles and duties of the municipal official when the TASK ORDER assigns CONSULTANT to that role.

14. Plan Review Immunity. The CONSULTANT shall be entitled to all defenses and municipal immunities that are, or would be, available to the CITY plan reviewers if the same services were provided by a CITY employee.

15. Not a Municipal Advisor. CONSULTANT will not be acting as a fiduciary of the CITY and will not be serving as a “municipal advisor” to the CITY within the meaning of the Dodd–Frank Wall Street Reform and Consumer Protection Act and the rules and regulations of the United States Securities and Exchange Commission.

16. Confidentiality. All information relating to the CITY that is known to be confidential or proprietary, which is clearly marked as such, shall be held in confidence by CONSULTANT and shall not be disclosed or used by CONSULTANT except to the extent that such disclosure or use is reasonably necessary to the performance of CONSULTANT’s work. These provisions shall not apply to disclosure to the Consultant’s employees and subconsultants, the general contractor, subcontractors, and permit authorities. All information relating to CONSULTANT that is known to be confidential or proprietary, or which is clearly marked as such, shall be held in confidence by CITY. These obligations of confidentiality shall extend after the termination of this agreement but shall not apply with respect to information that is independently developed by the parties, lawfully becomes a part of the public domain, or of which the parties gained knowledge or possession free of any confidentiality obligation.

17. Fees. CONSULTANT shall not be responsible to pay or collect the costs of permit fees, checking and inspection fees, zoning and annexation application

fees, assessment fees, soils engineering fees, soils testing fees, aerial photography fees, and all other fees, permits, bond premiums, title company charges, and reproductions, and all other charges not specifically covered by the terms of this Agreement.

18. Hazardous Materials. In the event that CONSULTANT or any other party encounters asbestos or hazardous or toxic materials at the job site, or should become known in any way that certain materials may be present at the job site or any adjacent areas that may affect the performance of CONSULTANT’s services, the CONSULTANT may, at its option and without liability for consequential or any other damages, suspend performance of services on the Project until the CITY retains or enforces others to retain appropriate specialists or contractors to identify, abate, and/or remove the asbestos or hazardous or toxic material, and warrant that the job site is in full compliance with applicable laws and regulations. The CONSULTANT does not provide any Service related to asbestos or hazardous or toxic materials. Hazardous materials permitting, plan/document review, or inspections or related Services are not included or covered under this Agreement.

19. Assignment / Third-Party Reliance / Certification. Neither the CITY nor the CONSULTANT shall assign its interest in this Agreement without the written consent of the other. The services to be provided pursuant to this Agreement are being performed solely for the benefit of the CITY, and no benefit is meant to be conferred upon any person or entity not a party to this Agreement, and no such person or entity should rely upon CONSULTANT’s performance of those services to the CITY; and no claim against CONSULTANT shall accrue to any contractor, subcontractor, designer, architect, engineer, supplier, fabricator, manufacturer, lender, tenant, surety, homeowner’s association, or any other third-party as a result of this Agreement or the performance or non-performance of services on the project(s). CONSULTANT shall not be required to sign any documents, no matter by whom requested, that would result in CONSULTANT’s having to certify, guaranty, or warrant the existence of conditions that CONSULTANT cannot ascertain.

20. Execution of Subsequent Documents. The CONSULTANT shall have no obligation to the CITY to execute any document subsequent to the signing of this Agreement, including, without limitation, lender consent or certification, requiring knowledge, services, or responsibilities beyond the scope of this Agreement. The proposed language of any such document will be submitted to CONSULTANT at least ten (10) days in advance of the requested date of execution. The

execution of any such document shall not create any rights in favor of a lender or other third party.

21. CITY Representative. The CITY shall designate an individual CITY Representative. The CITY Representative shall have authority to execute TASK ORDERS; shall act on behalf of the CITY as to all aspects of the project(s); shall examine and respond promptly to submissions from the CONSULTANT; shall give prompt written notice to the CONSULTANT if the CITY becomes aware of any defect in the project(s); and shall otherwise fully cooperate as may be required or appropriate in connection with the project(s).

22. Documents Prepared by Others. The CONSULTANT shall not be responsible for any permits, certificates, estimates, reports, surveys, tests, or other documents or instruments, or any part thereof, prepared by the CITY, the CITY'S other consultants, other regulatory agencies or authorities, or project related entities.

23. Equal Opportunity. The CONSULTANT shall abide by the requirements of 41 CFR §§ 60-I.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with

disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status, or disability.

24. Severability. Should any provision herein be found or deemed to be invalid, this Agreement shall be construed as not containing such provision and all other provisions which are otherwise lawful shall remain in full force and effect, and to this end the provisions of this Agreement are declared to be severable.

25. Waiver of Breaches of Agreement. A waiver by either the CITY or the CONSULTANT of any breach of this Agreement shall not affect the waiving Party's rights with respect to any other or further breach.

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EXHIBIT B
TASK ORDER TEMPLATE

TASK ORDER NUMBER _____

This TASK ORDER is made as of this _____ day of _____, 20__, under the terms and conditions established in the MASTER AGREEMENT, dated the _____ day of _____, 2023, between the City of Westwood, Kansas, (CITY) and George Butler Associates, Inc. (CONSULTANT).

This TASK ORDER is made consistent with the purposes of the MASTER AGREEMENT and for the purposes of the following:

Section A: Scope of Services

The CONSULTANT will furnish to the CITY the following described services:

- a.
- b.
- c.

Clarifications and Exclusions to Services:

- a.
- b.
- c.

Section B: CITY Responsibilities

The CITY will provide or perform the following to facilitate the project described in this TASK ORDER.

- a.
- b.

Section C: Anticipated Schedule

The following is an estimated schedule based on the scope of services and information provided:

Section D: Compensation

1. In return for the performance of the foregoing obligations, the CITY shall pay the CONSULTANT the fee of up to \$_____, payable according to the terms in the Master Agreement and Exhibit C.
2. The CITY shall pay the CONSULTANT in accordance with Exhibit C attached to the Master Agreement for all ADDITIONAL SERVICES not specifically included in Section A of this TASK ORDER.

Section E: Notification and Communication

The following CONSULTANT will be the point(s) of contact for correspondence related to this TASK ORDER:

The following CITY personnel will be the point(s) of contact for correspondence related to this TASK ORDER:

IN WITNESS WHEREOF, the CITY Representative and the CONSULTANT have executed this TASK ORDER.

City of Westwood, Kansas (CITY)

By: _____

Name: _____

Title: _____

Date: _____

George Butler Associates, Inc. (CONSULTANT)

By: _____

Name: _____

Title: _____

Date: _____

EXHIBIT C
CONSULTANT’S HOURLY RATES AND EXPENSES SCHEDULE

Employment Classification	Hourly Rate
Senior Associate	260.00
Director of AES	260.00
Associate	238.00
Senior Lead AES	238.00
Senior Specialist	238.00
Project Leader	210.00
Lead AES	210.00
Specialist	165.00
Senior AES	190.00
Senior Technician	160.00
Project AES	165.00
Project Technician	130.00
Design AES	145.00
Design Technician	120.00
Staff AES	130.00
Staff Technician	105.00
Client Management Coordinator	150.00
Project Administrator	110.00
Senior Administrative Assistant	110.00
Administrative Assistant	100.00

Expenses

The following items will be charged as shown:

Company or Personal Vehicles 0.655 per mile